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THE CITY RECORD.

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BOARD OF CITY RECORD.

GEORGE B. McCLELLAN, Mayor.

FRANCIS K. PENDLETON, CORPORATION COUNSEL.

HERMAN A. METZ, COMPTROLLER.

PATRICK J. TRACY, SUPERVISOR.

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BOARD OF ESTIMATE AND APPORTIONMENT.

EXTRACT FROM

MINUTES, BOARD OF ESTIMATE AND APPORTIONMENT, CITY OF NEW YORK, MONDAY, JULY 8, 1907.

United Electric Service Company.

A communication, dated June 18, 1907, was received from the Mayor's office, returning, duly approved by the Mayor, resolution adopted by the Board June 14, 1907, fixing this day for public hearing on the application of the United Electric Service Company for a franchise and designating the New York "Times" and the New York "Tribune" as the newspapers in which such notice should be published. Which was ordered filed.

The public hearing on the application of the United Electric Service Company for a franchise to lay, erect, construct and maintain wires and other conductors, with necessary poles, pipes, conduits and appliances in, over and under the streets, avenues and highways within The City of New York, for the purpose of operating electrical call boxes in connection with telephones, telegraph and other systems, for providing calls and signals for messages and messengers, was opened.

The hearing was fixed for this day by resolution duly adopted June 14, 1907.

No one appeared in opposition to the proposed grant.

Hon. John J. Delany, of counsel for the company, appeared in favor of same.

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

The Secretary presented the following:

REPORT No. F-38.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
June 29, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—Under date of June 7, 1907, the United Electric Service Company applied to the Board of Estimate and Apportionment for the right to lay wires and other conductors in the streets of The City of New York for the purpose of operating electric call boxes in connection with telephone, telegraph and other systems providing for calls and messenger service.

This subject has been investigated by the Engineer in charge of the Division of Franchises, and his report thereon is herewith submitted, with the recommendation that, should the Board approve of the terms and conditions proposed in this report, the proposed contract be entered on the minutes and be sent to the Corporation Counsel for approval as to form, and that a date be fixed for a final public hearing.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, No. 277 BROADWAY,
July 2, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—The United Electric Service Company (hereinafter referred to as the Service Company), under date of June 7, 1907, petitioned the Board of Estimate and Apportionment for the right to lay wires or other conductors in, over or under the streets and highways in The City of New York, for the purpose, as stated in the petition, of using said wires in electric operation of electrical call boxes in connection with telephone and telegraph and other systems for providing calls and signals for messengers and messages.

The petition was presented to the Board on June 14, 1907, and July 8, 1907, was fixed as a date for a public hearing, notice of which was to be advertised as provided by law, in the CITY RECORD and in two daily newspapers to be designated by the Mayor. The Mayor has designated the New York "Tribune" and the New York "Times."

An application for a similar franchise was made under date of June 28, 1905, by the United District Messenger Company (hereinafter referred to as the Messenger Company). This application was referred to the Comptroller, and was referred by him to the Bureau of Franchises.

An examination of the application showed that the Messenger Company was incorporated under the provisions of the Business Corporations Law. The question was, therefore, raised as to whether the Board had the legal right to grant a franchise to use the streets of the City for the purpose of conducting a messenger service business to a company incorporated under this law.

The Corporation Counsel, under date of March 17, 1906, rendered an opinion in which he stated that the company should be organized under the Transportation Corporations Law. This opinion was printed in full in the minutes of the Board of April 27, 1906, and the Board on that date adopted a resolution denying the application without prejudice to the applicant to present a new petition when organized under the Transportation Corporations Law.

The Service Company was, therefore, organized under Article VIII. of the Transportation Corporations Law, and the new application, the one in question, is now before the Board.

The certificate of incorporation of this company was filed in the office of the Secretary of State on November 16, 1906, and in the office of the County Clerk of New York County on June 7, 1907, and four of its seven directors and subscribers are the same as given in the certificate of incorporation of the Messenger Company.

The certificate of the Service Company is very broad in character, stating that the company is organized

"For the purpose of constructing, owning, using and maintaining a line or lines of electric telegraph, wholly within or partly beyond the limits of this State, pursuant to the provisions of article 8 of the Transportation Law, and for the purpose of constructing, maintaining, leasing and operating lines of electric telegraph for the private use of individuals, firms, corporations, municipal and otherwise, and for signal police and fire alarm, and establishing, maintaining, leasing and operating local systems of district telegraph, telephone and electrical service, such as now exist or may hereafter exist in cities, and establishing a system of electrical call boxes, which in connection with telephone, telegraph and other systems and appliances, shall provide calls and signals for messages, messengers, police, fire patrol, and other purposes and for the purpose of establishing and operating a system of watchmen and other signals."

The capital stock is given as five thousand dollars (\$5,000), divided into fifty shares of one hundred dollars (\$100) each.

The Service Company is not at the present time engaged in the operation of a messenger call system, but the Messenger Company has operated such a system for some time. It is the intention of the Service Company to absorb the business of the Messenger Company should it obtain a franchise from the City, and it is, therefore, necessary to give in detail the facts in regard to the Messenger Company.

The Messenger Company was incorporated in February, 1903, under the Business Corporations Law. The amount of its authorized capital stock is \$200,000, of which it is claimed the sum of \$160,000 has been issued and fully paid for, but no bonds are outstanding. It is at present engaged in operating a messenger call system. Business houses and residences are equipped with call boxes connected by wires with central offices, whereby messengers can be summoned at will. The boxes are installed and maintained by the company free of charge to the user; charges being made for messenger service actually rendered, excepting telegrams delivered to an office of the telegraph company, for which no charge is made.

The principal office of the Messenger Company is at No. 206 Broadway. Branch offices are located at No. 12 Cortlandt street; No. 55 New street; northwest corner of Sixth avenue and Forty-second street, and No. 211 Columbus avenue. The operations of the company are wholly within the Borough of Manhattan, and the districts served by the respective offices are the financial section and Broadway as far north as Chambers street, a district between Thirty-fourth and Forty-ninth streets, Fifth and Eighth avenues, and a district between Sixty-second and Seventy-seventh streets, Central Park West and Tenth avenue.

At present, the company claims to be operating nearly 2,000 call boxes, for which about 100 miles of wire are required.

Necessity of a Franchise to the Company.

The Messenger Company owns no conduits or wires, it having no franchise in the City, and cannot legally, it is contended, lease duct space from the Empire Subway Company, Ltd., which company owns the low tension subways in the Boroughs of Manhattan and The Bronx, and is required by the terms of its franchise to lease duct space to all applicants having a franchise to use the streets. The Messenger Company, therefore, leases its wires from the New York Telephone Company, which company, as is well known, owns the Empire City Subway Company, Ltd.

The President of both the Messenger and the Service Company has made the following statements to me in relation to its dealings with the New York Telephone Company:

First—It has oftentimes been impossible to install messenger call boxes at a profit to the company because of the exorbitant charges made by the New York Telephone Company for the use of its wires.

Second—At the time of the application of the Messenger Company these charges were at the rate of \$108 per mile per annum for each pair of wires, and the minimum charge was for one-quarter of a mile. Since that time the price has been reduced one-half, \$54 per mile per annum, but the New York Telephone Company has recently declined to lease any more wires to the Messenger Company.

Third—It has frequently occurred that the Messenger Company has been required to lease wires over a route very much greater in length than would be necessary if the company had the right to use the subways and lay its own wires.

For example, in order to connect the building at No. 111 Broadway with the branch office of the Messenger Company at No. 55 New street, the company was obliged to lease a wire from No. 42 Broadway to the Broad street central station of the New York Telephone Company at No. 95 Broad street; thence to Cortlandt street central station at No. 15 Dey street, and thence to No. 111 Broadway, thus necessitating the lease of about 4,400 feet of wire to reach points only about 900 feet apart.

I am informed that the charge made by the Empire City Subway Company for duct space is about \$800 per mile per annum for a duct capable of holding 200 pairs of wires or more. It is seen, therefore, if the company had a franchise a very large item of expense would be saved by renting duct space from the Empire City Subway Company, Ltd., and laying its own wires.

The company states that should it obtain a franchise and thus be in a position to reduce the operating expense, it intends to extend its field of operation to include fire and burglary alarm service in addition to the messenger call service, and it is

upon these three services alone that I would propose that a franchise be granted to the Service Company.

Other Messenger Companies Operating in New York.

In addition to the United District Messenger Company there are two principal messenger companies in the City; one is the American District Telegraph Company of New York, which I am told has a contract with the Western Union Telegraph Company for the collection and delivery of its telegrams; the other is the Postal Telegraph-Cable Company, the principal business of which is that of telegraph, but maintains a messenger service in addition, for the purpose of collecting and delivering its telegrams and doing a general messenger business. It has been claimed that both of these companies are controlled, in a measure, by the same interests, and are closely allied with the telephone and subway companies in the City, and from this it will be seen that an independent messenger company attempting to do a business in New York would be in competition with both of these telegraph companies, which control a messenger business, and that both such telegraph companies would in all probability work together in competition with the independent company.

The business of burglary alarm service is largely conducted by the Holmes Electric Protective Company, which operates over the wires of the New York Telephone Company.

This company reports a capital stock actually paid in of \$1,000,000, and is the successor of one or more companies which formerly occupied the field.

Conditions for the Proposed Franchise.

Scope of Franchise—The application of the Service Company recites that the application is for the right to lay wires in the streets

"To be used in electric operation of electric call boxes in connection with telephone, telegraph or other systems for providing calls or signals for messengers and messengers."

It appears from the wording of this that the system which the Service Company wishes to maintain is not definitely stated. It is, however, the intention of the Company to operate in addition to the messenger call service a burglary and fire alarm system. I would suggest, therefore, that the franchise should definitely describe the purpose for which the wires are to be laid, and limited to three classes of service, namely: Call boxes for messengers, fire alarm and burglary alarm.

Rates to be Charged by the Company—The old companies, i. e., the American District Telegraph Company and the Postal Telegraph-Cable Company's Messenger Company, have, by the adoption of a common rate book, uniformly fixed and determined the charges for messenger service throughout the Borough of Manhattan, by dividing the borough into sections and making fixed charges or rates for service from one section to another. The schedule maintained in this rate book is higher than that formerly maintained by the American District Telegraph Company.

The Messenger Company, at the time when it made its application for the right to use the streets and furnish messenger service within The City of New York to the general public and to subscribers, offered to do so at rates which would be substantially less than the existing rates of the other two companies.

At the request of the Bureau of Franchises a more definite proposition was made by the company, and the following schedule was then proposed for messenger service.

In any direction from a district office or central station:

10 blocks	\$0.10
11 to 15 blocks.....	15
16 to 20 blocks.....	20
20 to 30 blocks.....	30
For each additional 10 blocks.....	05

An examination of this schedule and a comparison with those of the rate book just referred to disclosed the fact that the rates proposed by the applicant company would be, in numerous cases, the same or in excess of those now charged by the present companies.

This was brought to the attention of the manager of the Messenger Company for the purpose of determining whether the rates proposed could not be reduced, inasmuch as it was the express purpose of the said company to offer a schedule of rates lower than those of other companies now operating, and, as a result of this consultation, it was proposed that for each additional twenty blocks or fraction thereof over thirty, the charge shall be five (5) cents. This reduces the cost for long distance to a considerable extent, but the rates for short distances are about the same as those now charged.

I would suggest that these rates be incorporated in the contract of the Service Company, and that the Board reserve to itself the right to regulate all the rates of the Service Company in the future, provided such rates so fixed shall be reasonable and fair, and that the rates given in the above schedule, with the exception of the last item, which should be five cents for each additional twenty blocks, be fixed as the maximum which the company may charge.

The rates for fire and burglary alarm service varies materially with the circumstances under which the service is rendered, and it would seem impossible to fix the maximum rates in a franchise, but the usual clause, giving the Board the right to regulate rates, provided they are reasonable and fair, during the term of the grant, would, no doubt, give the City sufficient power to prevent the charging of excessive rates for this class of service. I would therefore suggest that no attempt be made to fix rates for this class of service in the franchise.

There are at the present time three or four private fire alarm companies which maintain systems connecting their central offices with Fire Department Headquarters. It cannot be doubted that the work performed by these companies is of great value to their subscribers, and the public will be generally benefited if the applicant company secure permission to connect with Fire Department Headquarters, so that the Fire Department may be promptly notified in case its services are needed.

I believe should this company obtain a franchise it should receive the privilege of connecting with the Fire Department Headquarters, as well as the other companies now operating the fire alarm system.

Reduced Rates to the City—Heretofore it has been the custom to reserve for the use of the City either one or two ducts in each of the subways constructed by companies receiving a franchise to lay wires in the streets. It is impossible to make such a reservation in this franchise, however, since the company is not authorized to construct subways, but merely to lay wires in existing subways. Some of the companies receiving franchises have been required to furnish free service or service at reduced rates. I therefore suggest in this case that the company be required to install, free of charge, signal apparatus in City offices situated within the section of the City in which the company may be operating, at any time when directed by the Board of Estimate and Apportionment, and that service be rendered to such offices at seventy-five (75) per cent. of the rates charged by the company for similar service to any individual or corporation.

Subways—The Messenger Company has never attempted to develop messenger service in any borough of the City except Manhattan, and it is claimed that even in the Borough of Manhattan the districts in which the service is profitable are limited, and that the districts in which this business is profitable have been largely developed. In view of this fact, it was suggested to the president of the applicant company that the franchise be limited to the Borough of Manhattan. This suggestion was made for the further reason that there are no subways in other boroughs, with the exception of part of the Borough of The Bronx, in which the company could place its wires. In the Borough of Manhattan the company could place its wires in the ducts of the Empire City Subway Company, which company, as before stated, maintains subways under a franchise from the City and is obliged to furnish space to companies having a franchise. If the company were given a franchise in other boroughs of the City, it would be necessary to construct subways for the purpose of laying its wires. As but few wires are required for this business, it would be, therefore, necessary to tear up the streets for the purpose of constructing a subway containing three or four ducts. The plan of limiting the franchise to the Borough of Manhattan only was agreed by the president of the company to be satisfactory.

I wish, however, to again call your attention to a matter which I have brought up on several occasions in reports to you and to the Board, and that is that now is an opportune time for the City to consider the construction of subways throughout

the City for the purpose of furnishing space to companies requiring the use of ducts. A suit is now pending by the City against the Empire City Subway Company for a forfeiture of its subways.

I believe it is to the best interest of the City to own its own subways. It would prevent, in a great measure, the frequent destruction of the street pavement for that purpose, and I believe a considerable revenue would be earned by leasing the space therein.

There have been several applications before the Board for franchises by companies requiring the use of subways, and in a report upon a recent application of this character, namely, that of the New York Cahill Telharmonic Company, it was suggested that the franchise of that company be limited to the Borough of Manhattan and that portion of the Borough of The Bronx west of the Bronx river. This recommendation was made for the reason that I have stated above, namely, that there are no subways in which the company may lease space outside of the boroughs of Manhattan and The Bronx.

I would suggest that the franchise to the Service Company be limited to the Borough of Manhattan, and I have so drawn the proposed form of contract attached hereto.

Term of Grant—Inasmuch as there is no authority proposed to construct subways in which to lay the wires, the initial cost of construction will be comparatively little. It would seem that the company could well afford to establish a business under a much shorter term of grant than could a company which is required to construct subways. A further reason for this is that the construction and maintenance of the wires required by the company, though an essential feature of the equipment, is not by any means the largest item of expense, the wires required being comparatively few. A larger item is the expense of delivering messages. Of course, for the fire and burglary alarm, this company proposes to maintain in addition to the messenger service, the installation of the wires is the largest expense. I would suggest that the term of grant be fixed for a term of fifteen years, with a privilege of renewal for a further term of ten years.

Compensation and Security Deposit—It has been stated that the messenger service business has been developed to the point that very little net profit is received by the companies now operating such a service. The correctness of this statement seems to be borne out by the fact that the gross receipts of the American District Telegraph Company have, during the last few years, been constantly diminishing. The President of the Service Company states that there are very few sections of the city that have not been fully developed by the messenger companies now operating. Any increase in the business, therefore, of the Service Company, as the proposed successor to the Messenger Company, must be due to the successful competition by furnishing better service at a less cost to the subscriber than that of the American District Telegraph Company and the Postal Telegraph-Cable Company.

The Service Company expects to be able to maintain these reduced rates for the reason that a considerable revenue is anticipated from the fire and burglary alarm system, which can be maintained by the use of the same wires which are necessary for the proposed call system.

The gross receipts of the Messenger Company at the present time are approximately \$60,000 per annum, and it is expected by the Service Company that this amount will be materially increased. I would, therefore, suggest that the company be required to pay percentages of the gross receipts for the privilege asked, with, however, fixed minimum sums:

1. During the first five years two (2) per cent. of the entire gross receipts, with a minimum of \$1,200 per annum.
2. During the succeeding five years three (3) per cent. of the entire gross receipts, with a minimum of \$2,500 per annum.
3. During the remaining five years four (4) per cent. of the entire gross receipts, with a minimum of \$4,500 per annum.

I would suggest that the initial payment be fixed at \$5,000, to be paid within thirty (30) days of the date on which the contract is signed by the Mayor.

For security deposit, I would suggest the sum of \$5,000 in either cash or securities.

Other Conditions—The other conditions proposed are those which have been heretofore recommended for franchises requiring the use of wires in the streets, without provisions in regard to construction and maintenance of subways, since this company will not be required to lay subways.

Should the Board approve of the terms and conditions proposed, I would suggest that the form of contract be entered on the minutes of the Board and sent to the Corporation Counsel for approval as to form, and to incorporate therein such conditions as, in his opinion, will be necessary to fully protect the interests of the City, and fix Friday, September 20, 1907, as a date for final public hearing.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

SYNOPSIS OF PROVISIONS OF CONTRACT.

Section 1. Right to operate messenger call boxes and burglar and fire alarm systems within the Borough of Manhattan.

Section 2.

First—Term of grant to be for fifteen (15) years, with privilege of renewal of ten (10) years upon a revaluation by appraisers.

Second—Property in streets to become property of City without cost at termination of grant, or to be removed by grantee at option of Board.

Third—Compensation to be paid to the City during the first fifteen (15) years. The amounts, how and when paid to the Comptroller.

Fourth—Assignee to be bound by the conditions of this contract as to payments. Compensation reserved, not to be considered as a tax.

Fifth—No assignment of franchise without consent of Board.

Sixth—Company to install messenger call boxes in City offices and furnish service at 75 per cent. regular rates.

Seventh—Construction and operation under control of all City authorities.

Eighth—All wires and cables to be laid in subways to be leased from company or companies having control of same.

Ninth—The company to have in operation 2,000 messenger call boxes in two years.

Tenth—Maps to be filed with Board showing ducts and wires.

Eleventh—The company to bear all expense of installation.

Twelfth—Board reserves right to change and regulate rates. Maximum rates which may be charged.

Thirteenth—No excessive deposit or advance payments to be required from subscribers. Unpaid bills never to be charged against property.

Fourteenth—Wires to be used for no other purpose than that for which right is hereby given, and never to be used for illegal purposes.

Fifteenth—The company to assume all liability to persons and property.

Sixteenth—Penalty for inefficient public service, \$100 per day. For failure to operate systems for a period of three consecutive months Board may declare the franchise terminated.

Seventeenth—Report to be made to the Comptroller giving gross receipts of the company and such other information as he may require. Comptroller has right to examine books and officers of company under oath.

Eighteenth—Reports to be filed annually with Board.

Nineteenth—Deposit of \$5,000 required for the faithful performance of terms and conditions of contract. Imposition of penalties by Comptroller.

Twentieth—In case of violation of contract, suit may be brought by Corporation Counsel to forfeit.

Twenty-first—If authority of Board of Estimate and Apportionment or other officer is transferred, then such other Board or officer shall act for City.

Twenty-second—Definition of "Notice."

Twenty-third—Covenant to obey provisions of contract.

UNITED ELECTRIC SERVICE COMPANY.

Proposed Form of Contract.

This contract, made this day of 1907, 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 United Electric Service Company, a domestic corporation of the State of New York (hereinafter called the Company), party of the second part; witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do 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 lay, construct, maintain and operate suitable wires or other electrical conductors in conduits under the streets, avenues and highways within the territory comprised in the Borough of Manhattan, for the purpose of connecting by means of such wires, call boxes, or other signalling apparatus, to be placed upon the premises of the subscribers, with offices of the Company, and thereby maintaining and operating an electrical signal system for the calling of messengers, an electrical burglary alarm system and a fire alarm system, and for no other purpose whatsoever.

Section 2. The grant of this privilege is subject to the following conditions:

First—The said right and privilege to lay, construct, maintain and operate wires or other electrical conductors in conduits for the purpose aforesaid shall be held and enjoyed by the Company, its successors or assigns, for the term of fifteen (15) years from the date when this contract is signed by the Mayor, with the privilege of renewal of said contract for a further period of ten (10) years upon a fair revaluation of said 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 years and not later than one 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 that sum required to be paid during the 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 year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding ten (10) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other, fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement, fixing such annual rate 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 months prior to the expiration of the original contract, and their report shall be filed with the Board within three 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 the books of the Company and its officers under oath. The valuation 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 prior to the termination of original term of this contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Second—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 other cause, or upon the dissolution of the Company before such termination, the plant and property of the Company used for maintaining and operating an electrical signal system for the calling of messengers, an electrical burglary alarm system, and a fire alarm system within the streets and highways of the City shall become the property of the City without cost, and the same may be used by the City for any purpose whatsoever. If, however, at the termination of this grant, as above, the City, by the Board, shall so order by resolution, the Company shall on thirty (30) days' notice from the Board remove any and all of its wires, or other electrical conductors, or any portion thereof, from any or all of the streets and public places within the limits of the City.

Third—The Company shall pay to the City for the said privilege, the following sums of money:

The sum of five thousand dollars (\$5,000) in cash within thirty (30) days after the date on which this contract is signed by the Mayor.

During the first five years of this contract an annual sum, which shall in no case be less than twelve hundred dollars (\$1,200), and shall be equal to two (2) per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of \$1,200.

During the succeeding five years of this contract an annual sum which shall in no case be less than two thousand five hundred dollars (\$2,500), and shall be equal to three (3) per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of two thousand five hundred dollars (\$2,500).

During the remaining five years of this contract an annual sum which shall in no case be less than four thousand five hundred dollars (\$4,500), and which shall be equal to four (4) per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of four thousand five hundred dollars (\$4,500).

The minimum annual sums herein provided for shall be paid to the Comptroller of the City in equal quarterly payments in advance on the first days of January, April, July and October of each year. Whenever the percentage required to be paid shall exceed the minimum amounts, such sum over and above such minimum shall be paid to the Comptroller on or before December 1 in each year for the year ending September 30 next preceding.

Fourth—The said annual charge or payments, as above specified, shall continue throughout the whole term of the original contract, notwithstanding any clause in any statute or in the charter of any other company providing for payments for similar rights or franchises at a different rate, and no assignment, lease or sublease of the rights or franchises hereby granted, or any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sub-lease 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 as to payments, any statute or any condition herein contained to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by said 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. Nothing herein contained shall apply to any mortgage or mere lienor, but shall apply to any purchaser upon foreclosure or under or by virtue of any provision of a mortgage or lien.

It is agreed that any and all payments to be made by the terms of this contract by the Company to the City shall not be considered in any manner in the nature of a tax, but that such payments shall be 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 by any law of the State of New York.

Fifth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, either by the act of the Company, its successors or assigns, or by operation of law, whether under the provisions of the statute relating to the consolidation or merger of corporations or otherwise, to any person or corporation whatsoever, nor shall the Company, its successors or assigns, in any manner consolidate or pool its stock, business or interests or enter into any agreement for a division of business interest or territory, or to prevent competition or a reduction in rates, or acquire, own or make use of or in any manner exercise control over any of the rights, privileges, franchises or stock, or use, own, control or operate any of the property, works, plants or appliances of any such persons or corporation 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 contents shall not render unnecessary any subsequent consent or consents.

Sixth—The Board may by resolution direct the Company to install free of charge messenger call boxes or fire alarm signals, with the necessary appurtenances thereto, in any or all of the offices of the City situated in the portion of Manhattan in which the Company shall be operating such apparatus.

Upon written notification of the Board to the Company that such resolutions have been adopted the Company shall install such apparatus free of charge, and shall furnish service at rates not to exceed seventy-five (75) per cent. of the rates charged by the Company to any other individual or corporation for similar service.

Seventh—The Company shall construct, maintain and operate its messenger and alarm system, subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters under the Charter of the City, and in strict compliance with all laws or ordinances, now in force or which may be adopted, affecting companies operating electrical conductors in the City.

Eighth—All cables and wires of the Company laid pursuant to this contract shall be placed in ducts conduits or subways (referred to in this paragraph as subways). Such subways shall be leased from the company or companies having control thereof under the provisions of law, or from the City should it succeed to the rights of such company or companies. If the City shall construct or acquire subways for electrical conductors in the Borough of Manhattan, the Company hereby agrees to lay its wires and conductors in such subways and the City agrees to lease to the Company such space as may be required for the operation of the signal and alarm systems hereby authorized.

Ninth—The Company shall, within two years from the date on which this contract is signed by the Mayor, have in operation at least two thousand (2,000) messenger call boxes, otherwise this grant shall cease and determine.

Tenth—The Company shall file with the Board, on the first day of November in each year, a map, plan or diagram upon which shall be plainly marked and designated the streets and public places in which are then laid and also those proposed to be laid, during the succeeding year, the several conduits and ducts necessary for the cables and wires used and to be used by the Company, together with a statement showing the number of ducts in each street and wires in each duct occupied.

Eleventh—It is a condition of this contract that the Company shall bear the entire expense of all work undertaken by reason of this grant.

Twelfth—During the term of this contract or its renewal, the Board shall have absolute power to regulate all charges or rates of the Company for this service, provided that such rates shall be reasonable and fair, but the Company shall not charge at any time during the term of this contract, or its renewal, rates for messenger service in excess of the following:

In any direction from a district office or central station:	
10 city blocks	\$0 10
11 to 15 city blocks	15
16 to 20 city blocks	20
20 to 30 city blocks	30

—and for each additional 20 city blocks more than 30 city blocks, 5 cents.

Thirteenth—The Company shall not require nor receive from its subscribers any deposit or advance payment in excess of what is reasonably necessary to insure payment of current bills, and on such amounts so paid the Company shall pay interest at the statutory rate whenever such money is held for more than one month. Unpaid bills, unless due from its owner, shall never be charged against property, and no person not himself in arrears shall be denied service because any previous occupant of the same premises is in arrears to the Company for service.

Fourteenth—The wires of the Company shall be employed for no other purposes than those explicitly set forth herein, except by consent of the Board, and the Company binds itself not to lay, use, lease or operate wires for illegal purposes or to illegal places.

Fifteenth—The Company shall assume all liability to persons or property by reason of the construction or operation of the system 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 defaults of the Company.

Sixteenth—If the said Company, its successors or assigns, shall fail to maintain its structures in good condition throughout the full term of its occupancy of such streets the Board may give written notice to the said Company specifying any default on the part of said Company, and requiring said Company to remedy the same within a reasonable time, and upon the failure of the Company to remedy said default within a reasonable time the said Company shall for each day thereafter during which the default or defect remains pay to the City a sum of one hundred dollars (\$100) as fixed or liquidated damages, or the said City, in case such structures which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the said 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.

If, for a period of three consecutive months, the messenger, fire alarm or burglary alarm systems of the Company shall not be operated, or if the same shall not be operated for a period of six months out of any consecutive twelve months, the Board may declare the right and franchise and this contract terminated without further proceedings in law or in equity.

Seventeenth—The Company shall at all times keep accurate books of accounts and shall, on or before November 1 in 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. Such report shall contain a statement of the gross receipts received from the operation of the systems hereby authorized from all subscribers served by the Company, together with such other information and in such form and detail 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.

Eighteenth—The Company shall submit a report to the Board not later than November 1 of each year, for the year ending September 30 next preceding, 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 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. The amount of dividends paid during the year and the rate of same;
11. The amount paid for damage to persons or property on account of construction and operation;
12. The total income during the year, giving the amount from each class of business.

13. The 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.

For failure to comply with the foregoing the Company shall pay a penalty of one hundred dollars (\$100) per day until such statement is rendered, which may be collected by the Comptroller without notice.

Nineteenth—This grant is upon the express condition that the Company, within thirty (30) days after the execution of this contract, and before anything is done in exercise of the rights conferred thereby, shall deposit with the Comptroller of the City the sum of five thousand dollars (\$5,000), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of the terms and conditions of the contract, especially those which relate to the payment of the annual charge for the franchise granted, in default of which payment of the annual charge the Comptroller, acting in behalf of the City, shall collect same with interest from such fund after five days' notice in writing to the Company. In case of failure of the Company to comply with the terms of this contract relating to the filing of annual statements and the commencement and in-

crease of construction, or its neglect or refusal to comply with any demand or direction of the Board or other municipal officials, made pursuant to the terms of the contract, or under the authority of any laws or ordinances now or hereafter in force, in such case and in any of these events the Company shall pay to the Comptroller of the City a penalty of \$1,000 for each violation, and in case of any violation of the provisions relating to the illegal use of wires, the Company shall pay to the Comptroller of said City for each violation a penalty of not less than \$100, and not more than \$500, to be fixed by the said Comptroller.

The procedure for the imposition and collection of the penalties provided in the grant shall be as follows:

The Comptroller of the City, on complaint made, shall, in writing notify the Company, through its president, to appear before him on a certain day, not less than five days after the date of such notice, to show cause why it 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 Comptroller, to be in fault, said Comptroller shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to him to be just, and without legal procedure 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 days' notice in writing, pay to the Comptroller of the City a sum sufficient to restore said security fund to the original amount of \$5,000, and in default thereof the contract may be revoked at the option of the Board, acting in behalf of the City. No action or proceeding or rights under the provisions of the grant shall affect any other legal rights, remedies or causes of action belonging to the City.

Twentieth—In case of any violation or breach or failure to comply with any of the provisions of this contract, which shall have been continued for a period of three months after notice given by the Corporation Counsel, the same may be forfeited by a suit brought by the Corporation Counsel on notice of ten days to the Company.

Twenty-first—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.

Twenty-second—The word "notice" wherever used in this contract, shall be deemed to mean a written notice. Every such notice 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 as and when above provided shall be equivalent to direct personal notice, and shall be deemed to have been given at the time of delivery or mailing.

Twenty-third—The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

[CORPORATE SEAL.] By....., Mayor.
Attest:City Clerk.

[SEAL.] UNITED ELECTRIC SERVICE COMPANY.
Attest: By....., President.

.....Secretary.
(Here add acknowledgments.)

The matter was then referred to a Select Committee consisting of the Corporation Counsel, Comptroller and Chief Engineer.

Queens Lighting Company.

A communication, dated June 18, 1907, was received from the Mayor's office returning, duly approved by the Mayor, resolution adopted June 14, 1907, fixing this day as the date for public hearing on the application of the Queens Lighting Company for a franchise, and designating the New York "Times" and the New York "Daily News" as the two newspapers in which notice of such hearing should be published.

Which was ordered filed.

The public hearing on the application of the Queens Lighting Company for a franchise to construct, maintain and use conductors and necessary appurtenances for transporting gas under and along certain streets, avenues and highways comprising a portion of the Borough of Queens, was opened.

The hearing was fixed for this day by resolution duly adopted June 14, 1907.

No one appeared in opposition to the proposed grant.

William J. Bolger, of counsel for the company, appeared in favor of same.

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

The Secretary presented the following:

REPORT No. F-40.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 1, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—At the meeting of the Board of Estimate and Apportionment held on June 14, an amended petition was presented by the Queens Lighting Company for a franchise to lay mains and distribute gas in certain portions of the Borough of Queens, and the Board fixed July 8 as the date for a public hearing, at which time it was stated a report and form of contract would be presented.

I beg to submit herewith a report prepared by the Engineer in charge of the Division of Franchises, together with proposed form of contract. This proposed contract has been discussed with the officers of the applicant company, and they have agreed to almost every provision which is suggested. If the Board approves of the terms and conditions, it is recommended that they be entered upon the minutes and sent to the Corporation Counsel, and that September 20, 1907, be fixed as the date for a final public hearing.

Respectfully,
NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, No. 277 BROADWAY,
July 3, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—The Queens Lighting Company (hereinafter referred to as the Queens Company) applied to the Board of Estimate and Apportionment under date of November 1, 1906, by a petition signed by Frank E. Wiske, a director of the Company, for the consent and permission of the Board to lay conductors for conducting gas through the streets, lanes, squares and highways in the villages and towns of Queens, Hollis and Jamaica, and in any part of the Borough and County of Queens, City and State of New York, and to lay, erect and construct thereon or therein suitable wires or other conductors, with the necessary poles, pipes or other fixtures, over and under the streets, avenues, public parks and places of any and all such cities, towns or villages in any part of said county for conducting and distributing electricity, and also to lay, construct and maintain suitable pipes and conduits or other fixtures in, on, over and under the streets, avenues, public parks and places of such county for the purpose of supplying steam.

This petition was presented to the Board at its meeting on December 7, 1906, and referred to the Bureau of Franchises for investigation and suggestions.

The Queens Lighting Company was formed by a certificate of incorporation filed in the office of the Clerk of the County of Queens on October 27, 1906, under the Transportation Corporations Law, and its objects were therein declared to be manufacturing and supplying of gas, electricity and steam in the Borough and County of Queens, and the acquiring, holding and disposing of stocks, bonds and other evidences of indebtedness of any corporation.

On February 6, 1907, this Bureau addressed to the attorney for the Company a communication requesting certain information upon which to base its report to the Board, which information was furnished on June 4, 1907.

The Company, by its counsel, on June 7, in a communication to the Board, withdrew its petition dated November 1, 1906, and submitted a new petition dated June 7, 1907, signed by the president of the Company, requesting the consent of the Board to the laying of conductors for conducting gas only, in a limited portion of the Borough of Queens, being the easterly part thereof.

With this petition the Company submitted a map setting forth the boundaries of the territory for which such new petition requested permission to operate in.

This territory, which is described in detail in section 1 of the proposed form of contract, consists of the easterly portions of the Third and Fourth Wards of the Borough of Queens, formerly the towns of Flushing and Jamaica, and embraces within its limits the sections known as Little Neck, Douglaston, Blackstump, St. Albans, Insdale, Westmoreland, Jamaica Gardens, Bellaire, Holliswood, Creedmoor, Queens, Springfield, Rosedale and Idlewild Park, of which the more populous sections appear to be Little Neck, situated at the northerly end of the territory; Queens, situated at or near the centre of the territory, and Springfield, situated near the southerly end of the territory.

These settlements are all situated on certain roads which appear to run practically through the entire territory, known as the Springfield road, Alley road and Main avenue, which connect with each other and form one continuous street, connecting Springfield, Queens and Little Neck. The territory itself, outside of these three sections, consists mainly of farm lands.

At the present time there is a large number of sections being developed by land operators throughout the entire territory giving promise of a large increase in population in the next few years. The territory contains about twenty square miles, and the Company estimates the population of the same to be about 10,000 people. There is no way of ascertaining just what the population of this section is, but it appears from the State Census of 1905 that the Third and Fourth Wards contain together a population of 72,322, an increase of 15,691 over and above the number of people in such wards in 1900, which increase was at the rate of about 5 per cent. a year.

No gas company is at the present time operating in the territory in which the Queens Company proposes to occupy, and it has submitted a petition of 386 residents of the eastern section of the Borough of Queens, requesting that such locality be provided with the proper facilities for gas by The City of New York.

From this petition, it appears that 46 signatures were obtained in Little Neck, 5 in Springfield and 48 in Queens, the rest not specifying the sections in which they reside.

RIGHTS CLAIMED IN THIS TERRITORY.

New York and Queens Gas Company.

This company is the successor of the Flushing Gas Light Company, a gas company formed by a certificate of incorporation filed in the office of the Secretary of State on October 12, 1855.

The Flushing Gas Light Company claims to have obtained the consent of the Commissioners of Highways of the Town of Flushing to lay its mains in the streets thereof for a period of fifty years from May 1, 1897.

A portion of the former town of Flushing is included in the territory in which the Queens Company desires to operate.

The New York and Queens Gas Company also claims to operate, under a perpetual lease, the alleged franchises of the Long Island Illuminating Company, to lay gas mains in the streets and roads in the Town of Jamaica, claimed under the consents granted to such company by the Town Board and the Commissioners of Highways of the Town of Jamaica on January 10 and January 16, 1896, respectively.

A portion of the former town of Jamaica is also included in the territory in which the Queens Company desires to obtain permission to operate.

Woodhaven Gas Light Company.

This company claims to have obtained the consent of the Supervisor, the Town Clerk, Justices of the Peace and Commissioners of Highways of the Town of Jamaica to lay its conductors in the streets and highways thereof under date of October 4, 1871, and the further consent of the Town Board of said Town under date of March 15, 1897, to lay its conductors in such streets and highways as were opened since October 4, 1871.

Jamaica Gas Light Company.

This company claims the consent of the Highway Commissioners of the Town of Jamaica to lay its gas pipes in the streets thereof on March 17, 1896, and the consent of the Town Board of such town to lay its gas pipes in the streets thereof for the period of fifty years from March 15, 1897.

Richmond Hill and Queens County Gas Light Company.

This company claims to have obtained the consent of the Highway Commissioners of the Town of Jamaica to lay its gas pipes in the public streets and highways thereof on March 10, 1896, and the consent of the Board of Town Officers of such town under date of February 14, 1896.

These companies appear, however, to have limited their operations to the more populous districts of the Third and Fourth Wards, and I have been informed by the counsel for the Queens Company that none of such companies are at present operating in the territory in which such Queens Company desires to obtain the consent of the Board to lay its mains.

PLANS OF THE QUEENS COMPANY.

In answer to my request, the Queens Company has furnished me certain information as to its proposed operations, from which it appears that it proposes to furnish gas manufactured by the Lowe process for the manufacture of water gas, and estimates the cost of manufacture and distribution of the same to be about 90 cents per thousand cubic feet, without allowing for interest or depreciation.

It states, however, that this cost will be reduced in time as the territory becomes more thickly populated and the number of consumers increases.

The plant to be erected by the Company, if the Board grants its application, will be able to furnish 40,000,000 cubic feet of gas per annum within five years after it begins its operations, and the estimated cost of the same, including street mains, buildings, real estate, etc., is stated to be about \$82,500.

To provide the necessary capital for this expenditure the Company proposes to apply to the Public Utility Commission for permission to increase its capital stock from \$10,000, the present authorized capital stock of the company, to \$250,000.

It states that it will be in a position to furnish gas to consumers within one year after it obtains permission to lay its mains in the public streets, and agrees to lay five miles of mains within two years after it obtains such permission.

It also agrees to furnish gas to the City and private consumers at the rates fixed by law, being chapter 736 of the Laws of 1905, and chapter 125 of the Laws of 1906.

The request is made, however, that the term of this franchise be for a period of twenty-five years, with the right of renewal for a further period of twenty-five years, as it will probably be some time before the company will be able to make any return to investors in its securities, and for that reason desires the franchise on terms which will be attractive to such investors.

As payment for the privilege desired, the Company suggests an initial payment of \$500, and subsequent payments based upon the gross receipts of the Company, as follows:

One per cent. during the first ten years,

Two per cent. during the succeeding five years,

Three per cent. during the succeeding five years,

Five per cent. during the remainder of the term of the original contract,

—and agrees to deposit with the Comptroller of The City of New York the sum of \$1,500, either in money or in securities, as a security fund for the performance of the provisions of the contract.

PROPOSED CONDITIONS FOR THE CONTRACT.

Term of Grant.

This Company was incorporated on October 27, 1906, for a period of fifty years under article 6 of the Transportation Corporations Law, and I would, therefore, propose that the original contract terminate on October 27, 1931, with the privilege of renewal for twenty-five years, being to the date on which the corporate existence of the Company terminates.

As is usual in these grants, I would propose that the property of the Company laid in the streets under and in pursuance of this contract revert to the City upon the termination of the contract, and that the City reserve the privilege of purchasing the plant and property not in the streets at the fair value of the same.

Compensation for Grant.

As I have already stated, the Company has suggested, as compensation for the rights desired, the sum of \$500, as an initial payment, and the further sums, based on its gross receipts, of 1 per cent. during the first ten years; 2 per cent. during the next five years; 3 per cent. during the next five years, and 5 per cent. during the last five years of this original contract, but has not suggested any minimums for these percentages.

In view of the prospective value of the grant, the territory in which the Queens Company proposes to operate appearing to be in the process of development, I would suggest that the Company pay an initial sum of not less than \$1,000, and the percentages of gross receipts suggested by it, with the following minimums:

From the date of the signing of this contract to October 27, 1911, 1 per cent. of its gross receipts, with a minimum of \$250; during the next five years, 1 per cent. of its gross receipts, with a minimum of \$500; during the next five years, 2 per cent. of its gross receipts, with a minimum of \$1,000; during the next five years, 3 per cent. of its gross receipts, with a minimum of \$1,500; during the last five years of this original contract, 5 per cent. of its gross receipts, with a minimum of \$2,500.

These minimum payments are based on the estimate of the Company that it will furnish 40,000,000 cubic feet of gas per annum within five years after it begins its operations, with a reasonable allowance for increase of output during the term of the grant.

I would also suggest that the Company be required to deposit with the Comptroller the sum of \$1,500 in cash or securities, as a security fund for its compliance with the provisions of this contract, such amount having been agreed to by the representatives of the Company.

Price of Gas.

Chapter 736 of the Laws of 1905 has fixed the price that the Company may charge the City for gas furnished to it at 75 cents per thousand cubic feet, and the Company has agreed to comply with its provisions, and such price has been fixed as a maximum in the proposed contract.

Under chapter 125 of the Laws of 1906, the Company will be obliged to supply gas in that portion of its territory lying in the Fourth Ward, Borough of Queens, at \$1 per thousand cubic feet, and in the portion of its territory lying in the Third Ward at \$1.20 during the year 1907, \$1.15 during the year 1908, \$1.10 during the year 1909, \$1.05 during the year 1910, and \$1 thereafter.

The Company has in this case also agreed to comply with the provisions of this statute.

In regard to the prices to be charged by the Company for furnishing street lighting, the Company's representatives have suggested that it be allowed to charge \$19 per annum for 3-foot burner open flame lamps, and \$28 per annum for mantle lamps. These prices, however, appear to be a little high, and I would suggest instead that the City fix the prices at \$17 for a 3-foot burner open flame lamp, and \$25 for a mantle lamp.

These prices appear to be fair to the Company, and are slightly in excess of those which are proposed for the New York and Richmond Gas Company, in my report to you under date of April 8, 1907.

It may be that the City will desire to light the streets in that section in places to which the mains of the Company might not be laid, and for that reason I would suggest that it be required to furnish naphtha lamps to the City, and I have inserted a provision in the proposed contract, requiring the Company to do so.

From an examination of the bids for this class of service for the years 1906 and 1907, it would appear to me that a sufficient price to allow for the same would be \$20 for open flame naphtha lamps and \$27 for mantle naphtha lamps.

Other Provisions of Proposed Contract.

The proposed form of contract for the granting of this right follows closely that suggested by me for the New York and Richmond Gas Company, except that in view of the fact that this Company will be required to build a plant and invest a large amount of money in starting its operations, while the New York and Richmond Gas Company already had a plant in operation sufficient to supply the territory in which it applied for the right to operate, and was not under the necessity of expending any further sum than that required to extend its street mains into the Fifth Ward of the Borough of Richmond, I have thought it only fair to the Queens Company that the City be somewhat more lenient in fixing the conditions under which it is to operate.

The passage of chapter 429 of the Laws of 1907, establishing the Public Service Commissions, has tended to render unnecessary the insertion of the provisions suggested in the case of the New York and Richmond Gas Company, vesting in the Board the power to control the capitalization of the company, etc., as the power to regulate these matters has been vested in such Commissions by the said act.

With the exception of these provisions, the proposed form of contract for the Queens Company is similar to that proposed for the New York and Richmond Gas Company, and the representatives of the Queens Company have consented to all the material provisions of the same except the provision in regard to the price that may be charged by the Company for street lighting which is somewhat lower than the prices suggested by it, and the sum suggested as initial payment for the privilege.

The counsel for the Company has agreed to the insertion in the proposed form of contract of a provision requiring it to repair street lamps at the same rates as those suggested for the New York and Richmond Company.

SUGGESTION FROM THE PRESIDENT OF THE BOROUGH OF QUEENS.

In reply to a communication of this Bureau, the President of the Borough of Queens transmitted a letter in which he stated:

"This territory is growing very rapidly, and as I feel that the laying of gas mains would be of material advantage, I hope that the application will be given favorable consideration."

"I would suggest that provisions be made in the grant that they furnish gas for street illuminating at a price not to exceed twenty-five dollars per light, including maintenance."

I have followed the suggestion of the President in fixing the price that the Company might charge for street lighting by mantle lamps at the rate of \$25 per lamp per year.

The Board on June 14, 1907, fixed Monday July 8, as the date on which public hearing will be held on the petition of this Company.

Should the Board approve of the terms and conditions proposed, I would suggest that the form of contract be entered on the minutes of the Board and sent to the Corporation Counsel for approval as to form, and to incorporate therein such conditions as, in his opinion, will be necessary to fully protect the interests of the City, and fix Friday, September 20, 1907, as a date for final public hearing.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

Synopsis of Provisions of Contract.

Section 1. Grant of franchise.

Section 2:

First—Term of privilege with customary provisions for renewal.

Second—Giving City right to take over property in streets at end of renewal term, free of charge, and other property at value of same, or to require Company to remove its mains from the streets.

Third—Compensation for grant.

Fourth—Annual charge to continue throughout whole term of contract or renewal.

Fifth—Plant not to be a nuisance, and Company to obtain consent of Board to location and plans for same.

Sixth—Regulating operations, laying of mains, etc., under supervision of local authorities.

Seventh—Company to bear entire expense of work.

Eighth—Requiring Company to lay a certain amount of mains after signing of contract.

Ninth—Company to relay mains at own expense whenever required to do so by any work of public improvement.

Tenth—Commissioner of Water Supply, Gas and Electricity may direct Company to extend main.

Eleventh—Construction and operation to be in latest approved manner.

Twelfth—Company to file map of mains.

Thirteenth—Quality and pressure of gas to be furnished.

Fourteenth—Company to furnish Commissioner of Water Supply, Gas and Electricity apparatus to test gas, if required, and to correct defects.

Fifteenth—Rates to be charged by Company.

Sixteenth—Company required to bid for lighting.

Seventeenth—Rates for repairs, etc., to street lamps.

Eighteenth—Board may regulate rates.

Nineteenth—Company to furnish gas to consumers within one hundred feet of mains as required by law.

Twentieth—Company to assume liability by reason of erection and operation of gas system.

Twenty-first—Rights not to be assigned without consent of Board.

Twenty-second—Waiver of right to purchase stock and bonds without consent of Board.

Twenty-third—Annual report to Board.

Twenty-fourth—Penalties. Company to comply with chapter 129 of the Laws of 1907.

Twenty-fifth—Report to Comptroller.

Twenty-sixth—For breach of contract same may be forfeited.

Twenty-seventh—Security fund and collection of penalties.

Twenty-eighth—Successors of present authorities vested with rights of present authorities.

Twenty-ninth—Description of notice, demand or direction to Company.

Thirtieth—Grant subject to interest of abutting owners on streets and not to be deemed exclusive.

Thirty-first—Provisions of contract are in addition to laws of State to be observed by the Company.

Section 3. Covenant on part of Company to comply with contract.

[Note—The proposed form of contract, as submitted by the Division of Franchises, is incorporated in and made a part of the resolution below.]

The following was offered:

Whereas, The Queens Lighting Company has, under date of June 7, 1907, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate pipes, mains, conductors and necessary appliances in, under and along the streets, avenues, highways and public places within that portion of the Borough of Queens as described in said petition for the purpose of supplying gas for lighting the streets and to public and private consumers; and

Whereas, Sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance to such laws this Board adopted a resolution June 14, 1907, fixing the date for public hearing thereon as July 8, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least two days in the New York "Daily News" and the New York "Times," newspapers designated by the Mayor, and in the CITY RECORD for ten 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 Queens Lighting Company and the adequacy of the compensation proposed 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 Queens Lighting Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Queens Lighting Company 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 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:

QUEENS LIGHTING COMPANY.

Proposed Form of Contract.

This contract, made and entered into this _____ day of _____, 190____, 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 Queens Lighting Company, a corporation formed under and pursuant to the Laws of the State of New York (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 lay, construct, maintain and operate suitable pipes, mains or other conductors with the necessary service pipes and connections therewith, for conducting gas through the streets, lanes, alleys, squares and highways now opened or which may hereafter be opened, in that portion of the Third and Fourth Wards of the Borough of Queens, as constituted by section 1581 of chapter 466 of the Laws of 1901 (the Greater New York Charter), bounded and described as follows:

Commencing at the point on the southerly shore of Little Neck Bay, where the boundary line between The City of New York and the County of Nassau intersects the same; thence southeasterly along said southerly shore of Little Neck Bay to the creek known as Alley creek; thence southerly along the line of the centre of said Alley creek to a point where the same extended would meet West Alley road; thence westerly along said West Alley road to where the same intersects and joins Rocky Hill road; thence southerly along said Rocky Hill road to the point where the same intersects and joins Black Stump road; thence westerly along said Black Stump road to a point where the same intersects and joins the road known as Brushville road and Holliswood avenue; thence southerly along said road known as the Brushville road and Holliswood avenue to a point where the continuation of the same is known as Flushing avenue; thence continuing southerly along said Flushing avenue to a point where the same joins and intersects Hillside avenue; thence easterly along said Hillside avenue to a point where the same joins and intersects Carpenter avenue; thence southerly and southwesterly along said Carpenter avenue to a point where the same joins and intersects Pocahontas avenue; thence southwesterly along said Pocahontas avenue to where the same joins and intersects the right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue; thence westerly along the right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue, to a point formed by the intersection of such right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue, Farmers avenue and a

road known as the Old Country road or Hollis road; thence southerly across said road known as the Old Country road or Hollis road to Farmers avenue; thence southerly along said Farmers avenue to a point where the same meets Locust avenue, at or near Central avenue; thence southwesterly along said Locust avenue to a point where the same joins and intersects the road known as Rockaway road; thence northwesterly along said Rockaway road to a point where the same joins and intersects the road known as the Three Mile Mill road; thence southwesterly along said Three Mile Mill road to a point where the same reaches Jamaica Bay, near Cornell's creek; thence easterly along the northerly shore of Jamaica Bay to the boundary line between The City of New York and the County of Nassau; thence northeasterly along said boundary line between The City of New York and the County of Nassau, as present constituted, to the point or place of beginning. Being all that portion of the Third and Fourth Wards of the Borough of Queens, City of New York, embraced within such boundaries, as more clearly shown on the map or plan attached to this contract and certified to by the President of the Company, and dated June 4, 1907.

Sec. 2. The grant of this privilege is in consideration of and subject to and conditioned upon the performance and observance of the following conditions:

First—The said right to lay, construct, maintain and operate pipes, mains or other conductors for conducting gas in the above described territory shall be held and enjoyed by the Company, its successors or assigns, from the date when this contract is signed by the Mayor until the twenty-seventh day of October, nineteen hundred and thirty-one, with the privilege of renewal of said contract for a further period of twenty-five (25) years upon a fair revaluation of said right and privilege. Such revaluation shall be of the right and privilege to maintain and operate such a gas system by itself, and is not to include any valuation derived from the ownership, operation or control of any other gas, electric or other system used for the purpose of supplying light, heat or power, by the Company, its successors or assigns.

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 years and not later than one 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 the annual sum to be paid by the Company to the City under such renewal shall not be less than the sum required to be paid during the last year of this original contract.

If the Company and the Board shall not reach such agreement on or before the day one 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 such other fixing the rate of such compensation at such amount as shall be reasonable, but no annual sum thus fixed shall in any event be less than the sum required to be paid by the Company to the City during the last year of this original 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 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 revaluations aforesaid. Such appraisers shall be chosen at least six months prior to the expiration of this original contract, and their report shall be filed with the Board within three 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 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 to be paid thereunder shall, in any event, be less than the sum required to be paid for the last year of this original contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Second—Upon the termination of this original contract, or if the same is renewed, then upon the termination of the said renewal term, or upon the termination of the rights hereby granted for any other cause, or upon the dissolution of the Company before such termination, if the Board shall so elect, the mains, service pipes and street lamps erected and located by the Company in the territory designated in section 1 of this contract, including all property erected or located by it in the public streets or roads of the City, as the same now exist or may be extended, and in all new streets or roads which may be hereafter opened in that portion of the Borough of Queens, constructed pursuant to this contract, shall become and be the property of the City, without compensation therefor, and the same may be used by the City for any purpose whatsoever. If the Board shall so elect, upon the termination of this grant for any cause, the plant and property erected and located by the Company pursuant to this contract, in that portion of the Borough of Queens as bounded and described in section 1 of this contract, including the buildings, plants, holders, meters, house fittings and all property not situated in the public streets or roads used by the Company in the manufacture and distribution of gas to street lamps and public and private buildings in said territory, shall become and be the property of the City on payment to the Company of the value of the same, as fixed by three disinterested freeholders, appointed and paid in the same manner and with the same powers as appraisers appointed upon any renewal of this original contract, as above set forth, but such valuation shall in no case be greater than the value of such property as shown by the last report submitted by the Company to the Board, as required by the terms of this contract, and shall not include any compensation for any value which such property may have by reason of this grant.

If, however, at the termination of this grant for any cause, as aforesaid, the City, by the Board, shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its pipes, mains and conductors from all the streets and public places within the limits of the territory in which it is authorized to operate by this contract.

Third—The Company, its successors or assigns, shall pay for this privilege to the City the following sums of money, to wit:

1. One thousand dollars (\$1,000) in cash within thirty days after the signing of this contract.

2. During the period between the date on which this contract is signed by the Mayor and the twenty-seventh day of October, nineteen hundred and eleven, an annual sum which shall in no case be less than two hundred and fifty dollars (\$250), and which shall be equal to one (1) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of two hundred and fifty dollars (\$250).

3. During the succeeding five years of this original contract an annual sum which shall in no case be less than five hundred dollars (\$500), and which shall be equal to one (1) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of five hundred dollars (\$500).

4. During the succeeding five years of this original contract an annual sum which shall in no case be less than one thousand dollars (\$1,000), and which shall be equal to two (2) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of one thousand dollars (\$1,000).

5. During the succeeding five years of this original contract an annual sum which shall in no case be less than one thousand five hundred dollars (\$1,500), and which shall be equal to three (3) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of one thousand five hundred dollars (\$1,500).

6. During the last five years of this original contract an annual sum which shall in no case be less than two thousand five hundred dollars (\$2,500), and which shall be equal to five (5) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of two thousand five hundred dollars (\$2,500).

All the sums herein provided for shall be paid into the treasury of The City of New York on November 1 of each year, and shall be for the amount due to September 30 next preceding.

Fourth—The said annual charge or payments shall continue throughout the whole term of the privilege hereby granted, whether original or renewal, as hereinbefore provided, notwithstanding any clause in any statute or in the charter of any gas or other company providing for payments for similar rights or franchises at a different rate, and no transfer, sale, assignment, lease or sublease of the rights or franchises hereby granted, whether original or renewal, or any part thereof, shall be valid or effectual for any purpose unless the said transfer, sale, assignment, lease or sublease shall contain a covenant on the part of the transferee, purchaser, assignee or lessee that the same is subject to all the conditions of this contract and that the transferee, purchaser, assignee or lessee assumes and will be bound by all of said conditions, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said transferee, purchaser, assignee or lessee waives any more favorable conditions created by said 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.

It is agreed that any and all payments to be made under the terms of this contract by the Company to the City shall not be considered in any manner in the nature of a tax, but that such payments shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid by any ordinances of the City or by any law of the State of New York.

Fifth—The plant, manufactory or works of this Company which may be erected under the privilege contained in and granted by this contract for the purpose of manufacturing and furnishing gas, shall be constructed so as not to be in any way detrimental to the public health, nor otherwise create a nuisance. Before the construction of any plant, holder or other apparatus used in the manufacture or storage of gas the Company shall obtain the approval of the Board to the location and the plans for the construction of the same.

Sixth—The Company shall construct, maintain and operate its gas system, mains, conductors, service connections and pipes subject to the supervision, control and inspection and to the entire satisfaction of the proper authorities of the City who have jurisdiction in such matters, under the Charter or ordinances of the City, or under the provisions of this contract, and the entire expense of such supervision, control and inspection shall be borne by the Company.

Before opening any street, lane, alley or public place to lay or to begin the laying of any mains, conductors, pipes or service connections, the Company shall submit to the President of the Borough of Queens and the Commissioner of Water Supply, Gas and Electricity, working plans which shall include and show in detail the proposed location and method of construction of said mains, conductors, pipes or service connections, and the mode of protection or changes in all subsurface structures required by the construction of such mains, conductors, pipes or service connections, and shall obtain from these officials, if such working plans are approved, permits for the construction of such work.

Wherever the pipes or conductors of the Company in any part of the Borough of Queens are to be laid under or adjoining a railroad track, the work of trenching for and laying the same shall be conducted so as to interrupt as little as possible the running of cars thereon, and when the work is finished, the track and street, avenue or public place shall be replaced and repaved by said Company in as good condition as before the commencement of the work.

Whenever the Company shall open any street, avenue or public place in the territory in which it is granted the privilege to operate by this contract, for the purpose of laying pipes or conductors, then the Company, when restoring the pavement of said street, shall do so in accordance with the specifications for the construction of said pavement, and the Company shall also, at its own cost and expense, maintain the same in good condition, and at the proper grade and curvature, for the period of one year from the time of its restoration, whether the same had been restored by the said Company or by the City authorities, as hereinafter provided. When streets paved with improved pavements, on which the contractor's guarantee has not expired through time, are to be paved, the Company shall have the power to arrange with the contractor to open and relay such pavements under an agreement or contract.

If the Company at any time, after five days' notice from the President of the Borough of Queens, shall neglect or refuse to restore, repave or maintain any pavement in accordance with the provisions of this contract, then the President of the Borough of Queens may restore, repave or maintain the same, and the cost of such restoration, repavement or maintenance, with legal interest thereon, shall be a proper charge against, and may be deducted from, the security fund to be deposited by the Company with the Comptroller, as hereinafter provided.

Seventh—It is a condition of this contract that the Company shall bear the entire expense of all work undertaken by reason of this grant.

Eighth—Within three (3) months after the execution of this contract by the Mayor, the Company shall commence the laying of mains, and within two (2) years thereafter shall have laid and in operation at least five miles of mains within the streets in the territory in which it is hereby granted the privilege to lay its mains, and shall supply gas through the same to the sections known as Queens and Little Neck. The Company shall also, within ten (10) years thereafter have laid, ready to supply gas through the same, a main or conductor, as follows: Commencing at or near Little Neck Bay, then through Main avenue to Alley road; through Alley road to Springfield road, and through Springfield road to Rockaway road; also, from Alley road, along Rocky Hill road and Hillside avenue to the section known as Holliswood. From and after five (5) years from the date of the signing of this contract the Company shall also lay such further mains as may be directed by the Board. Unless the provisions of this paragraph be fulfilled by the Company, this grant shall cease and determine.

Ninth—In the event that the City finds it necessary to change the grade or line of any street, road or avenue now existing, or which may hereafter be opened in any part of the Borough of Queens, or place therein any new structures, or change the location of any structure therein, the Company agrees that it will make no claim or attempt to obtain any compensation for its expense in relaying or replacing its mains, if the same is necessary to conform to such improvement in or of such street, road or avenue, in the territory in which it is hereby granted the right to lay its mains.

Tenth—The Company shall, upon being directed to do so by the Commissioner of Water Supply, Gas and Electricity, extend its mains to such places and along such streets as he may direct, but shall not be required to lay a greater length of main or conductor during any one year than that hereinbefore prescribed, provided, however, that if any public building or public lamps the Commissioner desires to be lighted are situated within one hundred (100) feet of any main or conductor of the Company in a public street, avenue or highway, then and in that case the Company shall be required to extend the same, in addition to the above, in compliance with section 65 of the Transportation Corporations Law (chapter 566 of the Laws of 1890), and a public lamp shall be deemed a building or premise within the meaning of such section.

Eleventh—The gas plant, mains and all appurtenances thereto shall be constructed and operated in the latest approved manner, and shall be operated with the most modern and improved appliances. The gas furnished by the Company shall be of the best quality, and the supply shall be continuous for twenty-four hours in each day during the term of this contract, or any renewal thereof, except for interruption from unavoidable causes over which the Company shall have no control.

Twelfth—The Company shall file with the Board on or before the first day of November in each year a map, plan or diagram, showing the boundaries of the territory in which the Company is authorized to lay its mains by this contract, upon which shall be plainly marked in black the mains laid, up to September 30 of the year preceding, and in red the mains laid during the year ending on the 30th day of September next preceding the date of the filing of such map, plan or diagram. This map, plan or diagram shall have a statement thereon of the number of miles of mains laid up to the 30th day of September of the preceding year, and of the number of miles of mains laid during the year ending on the 30th day of September next preceding the date of the filing of the same, in the words and figures following, viz.:

Number of miles of mains laid up to September 30, 19 miles, feet.
Number of miles of mains laid during the year ending September 30, 19 miles, feet.

—and shall be certified by the Secretary of the Company. Copies of this map, plan or diagram shall also be filed in the office of the Department of Water Supply, Gas and Electricity, and in the office of the President of the Borough of Queens.

Thirteenth—The gas to be furnished by the Company shall be of the standard at present fixed by law. Said gas shall have an illuminating power of not less than twenty-two sperm candles of six to a pound, burning at the rate of one hundred and twenty grains of spermaceti per hour, tested at a distance of not less than one mile from the distributing holder by a burner consuming five cubic feet of gas per hour, and each one hundred cubic feet of gas shall not contain more than five grains of ammonia nor more than twenty grains of sulphur, nor more than a trace of sulphuretted hydrogen. Provided, however, that should a new process be hereafter generally used to manufacture gas of a higher standard than the gas at present manufactured by the Company, then the Company binds itself to furnish gas equal to that furnished by such new process, should the same be ordered by the Board. And the Company further binds itself to furnish gas of superior candle power and quality to that herein set forth or ordered by the Board whenever required to do so by any general or local act of the Legislature, and such act shall be deemed a modification of this agreement, but no act providing for the furnishing of an inferior quality of gas shall be deemed to in any way affect the provisions of this agreement. The pressure of said gas shall not exceed that fixed by law.

Fourteenth—The Company agrees to provide and furnish to the Department of Water Supply, Gas and Electricity the necessary apparatus and station to conduct tests to ascertain the pressure and quality of the gas furnished by it, if required to do so by the Commissioner of Water Supply, Gas and Electricity. Should any tests, made by the said Commissioner, of gas furnished by the Company show that said gas is of an inferior quality or other than that specified herein, or is being furnished at a pressure exceeding that fixed by law, the Company shall immediately remedy such defect upon notice from said Commissioner.

Fifteenth—The rates to be charged by the Company in the Borough of Queens for gas furnished by it to the City and to private consumers shall never be in excess of the following, and it is agreed that the same may be reduced by the Board, as hereinafter provided.

For gas furnished to the City for street lighting, to be used in its public buildings, or for gas furnished to any other public buildings located in the Borough of Queens, the sum of seventy-five cents per thousand cubic feet.

For furnishing gas to open-flame lamps, consuming three cubic feet of gas per hour, and burning for a period of three thousand nine hundred and fifty hours in any one year, for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns and the replacing and repairing of lamp-posts when owned by the Company, a sum not to exceed seventeen dollars (\$17) per year, and for similar services to other open-flame lamps burning a different number of cubic feet per hour, or a different number of hours per year, at proportionate rates.

For furnishing and connecting ready for use each mantle gas lamp with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus and all appurtenances necessary for each lamp, at each lamp, and also operating and maintaining it, including illuminating, the operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto, and repairing and replacing of lamp-posts when owned by the Company, a sum not to exceed twenty-five dollars (\$25) for every such lamp not consuming more than three and one-half ($3\frac{1}{2}$) cubic feet of gas per hour, for three thousand nine hundred and fifty hours in any one year, and for similar services to mantle lamps burning a different number of cubic feet per hour or a different number of hours per year at proportionate rates.

For furnishing illuminating material other than gas for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burners, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons and cross-heads thereto, the sum of twenty dollars (\$20) per lamp, burning 3,950 hours in any one year, and for similar service for a greater number of hours at proportionate rates.

For supplying illuminating material other than gas to, and for furnishing and connecting ready for use, each mantle lamp, with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, at each lamp, and also operating and maintaining it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto, the sum of twenty-seven dollars (\$27) per lamp burning 3,950 hours in any one year, and for similar service for a greater number of hours at proportionate rates.

For gas furnished to private consumers in that portion of the territory in which the Company is hereby granted the right to lay its mains lying in the Third Ward of the Borough of Queens, one dollar and twenty cents per thousand cubic feet during the year nineteen hundred and seven; one dollar and fifteen cents per thousand cubic feet during the year nineteen hundred and eight; one dollar and ten cents per thousand cubic feet during the year nineteen hundred and nine; one dollar and five cents per thousand cubic feet during the year nineteen hundred and ten, and one dollar thereafter, and in that portion of the territory in which the Company is hereby granted the right to lay its mains lying in the Fourth Ward of the Borough of Queens, the sum of one dollar per thousand cubic feet.

The Company also agrees that if in the future any new or improved style of street lighting is available for use it will furnish the same throughout the territory in which it is hereby granted the right to operate at such reasonable prices as may be fixed by the Board, subject to the provisions of this contract.

Sixteenth—The Company shall supply gas to the public buildings and public lamps of all types situated on the line or lines of the mains of said Company throughout the territory in which it is hereby granted the right to lay its mains and furnish open flame and mantle naphtha lamps, where such mains are not laid, if required by the Commissioner of Water Supply, Gas and Electricity, and said public buildings and lamps shall be lighted when required by the City at rates not to exceed those hereinbefore set forth, or as may be hereafter established by the Board. As a condition of this contract the Company binds itself to submit bids or proposals for lighting the public buildings and furnishing and lighting public lamps of all types in the entire territory in which it is granted the right to operate by this contract, along the lines of its mains as they exist or may be extended, whenever the same are advertised or called for by the Commissioner of Water Supply, Gas and Electricity, or his successor in authority, at rates not exceeding those above set forth, or which may be hereafter established by the Board.

Seventeenth—The Company shall also, in any and all bids or proposals which it may hereafter submit for lighting public buildings and lamps in the Borough of Queens, agree to repair such lamp-posts as belong to the City or may be acquired or erected by it, and erect new ones at prices not to exceed the following, except as provided elsewhere in this paragraph:

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).
For each column releaded, the sum of one dollar and fifty cents (\$1.50).
For each column recalked, the sum of one dollar (\$1).
For each column refitted, the sum of three dollars and fifty cents (\$3.50).
For each service pipe refitted, the sum of six dollars (\$6).
For each standpipe refitted, the sum of four dollars (\$4).
For discontinuing service per lamp, the sum of two dollars (\$2).
For each lamp-post removed, the sum of three dollars and fifty cents (\$3.50).
For each lamp-post reset, the sum of ten dollars (\$10).
For each lamp-post painted, the sum of twenty-five cents (25c.) per coat.
For the erection of each new lamp-post, complete (with service and standpipes when for gas), and with cross-heads, lamp-irons and lanterns in place, the sum of ten dollars (\$10).
For the sale to the City of the gas lamp-posts with gas lamps, belonging to the Company, erected ready for use complete with service and standpipes connected, all in good repair, per post, the sum of eight dollars (\$8).

The Company may submit bids for any or all of these items at prices not to exceed twenty-five per cent. in excess of those above set forth, or which may be hereafter fixed by the Board, whenever, in the opinion of the Commissioner of Water Supply, Gas and Electricity these prices appear to be insufficient.

Eighteenth—During the term of this contract on any renewal thereof the Board shall have the power to regulate and fix the maximum and minimum rates to be charged by the Company throughout the territory in which it is hereby granted the right to lay its mains for gas for private lighting, provided such rates shall be reasonable and fair.

The maximum rates herein fixed for public lighting and for repairs and replacements of street lamps and posts shall continue until October 27, 1911, at which time and at the end of each period of five years thereafter during the term of the contract or any renewal thereof, the Board shall have the power to reduce such rates, provided such reduced rates shall be reasonable and fair.

Nineteenth—The Company shall supply gas to all applicants in the territory in which it is authorized to operate, not in arrears for prior bills, owning or occupying premises on streets in which gas mains or conductors are laid, and where the Company has not laid mains or conductors it shall lay the same upon the application, in writing, of the owner or occupant of any building or premises within one hundred feet of any main laid by it, provided he shall pay all money due from him to the Company. The Company, however, shall not refuse to supply gas to any person owning or occupying premises on the line of its mains or to extend its mains for that purpose if there be any rent or compensation in arrear for gas supplied, or for pipes or fittings furnished to a former occupant thereof, unless such owner applying for a supply of gas shall have undertaken or agreed with the former occupant to pay or to exonerate him from the payment of such arrears, and shall refuse and neglect to pay the same; and if for the space of ten days after such application, and the deposit of a reasonable sum as security, if required, in pursuance of section 66 of the Transportation Corporations Law, the Company shall refuse or neglect to supply gas as required, said Company shall forfeit and pay to the applicant the sum of ten dollars, and the further sum of five dollars for every day thereafter during which such refusal or neglect shall continue; provided that the Company shall not be required to lay service pipes for the purpose of supplying gas to any applicant where the ground in which such pipe is required to be laid shall be frozen or shall otherwise, in the opinion of the Board, present serious obstacles to laying the same; nor unless the applicant, if required, shall deposit in advance with the Company a sum of money sufficient to pay the cost of his portion of the pipe required to be laid, and the expense of laying such portion.

The Company shall not require or receive any deposit or advance payment in excess of what is reasonably necessary to insure payment of current bills, and on such amounts so paid the Company shall pay interest at the statutory rate. Any consumer or person who desires to be connected with the mains of the Company can apply to the Board to compel the Company to comply with the provisions of this contract, and all orders of the Board made on the request of any such consumer or person shall be complied with by the Company.

The provisions herein made in regard to a penalty for refusal to comply with the provisions of this subdivision of the contract, and requiring the payment of interest on deposits made by consumers, may, in the event of the refusal of the Company to comply with any order of the Board, on complaint made in regard thereto, be deducted from the security fund to be deposited with the Comptroller, as herein-after provided, and the Comptroller is authorized to deduct the amount from the said fund and pay the same to the claimant, on being directed to do so by the Board.

The repeal or amendment of section 65 of the Transportation Corporations Law, requiring the Company to extend its mains to supply gas to any building within one hundred feet of its existing mains, upon application for the same, shall not be deemed to in any way affect the provisions of this contract, except that if such amendment requires the Company to do something in addition to or not inconsistent with the provisions of this contract, then, and in that case, the Company shall comply with both the provisions of this contract and the laws of the State in regard to such extensions.

Twentieth—The Company shall assume all liability to persons or property by reason of the construction or operation of the system 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 defaults of the Company.

Twenty-first—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, either by the act of the Company, its successors or assigns, or by operation of law, whether under the provisions of the statute relating to the consolidation, merger or sale of corporations or otherwise, to any person or corporation whatsoever, nor shall the Company, its successors or assigns, in any manner consolidate or pool its stock, business or interests, or enter into any agreement for a division of business, interest or territory, or to prevent competition or a reduction in rates, or acquire, own or make use of or in any manner exercise control over any of the rights, privileges, franchises or stock, or use, own, control or operate any of the property, works, plants or appliances of any such persons or corporations 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. Nothing herein contained shall apply to any mortgagee or mere lienor, but shall apply to any purchaser upon foreclosure or under or by virtue of any provision of a mortgage or lien.

Twenty-second—The Company hereby agrees and stipulates that any and all rights which by its incorporation it may now have or may hereafter acquire, under the law, as it now exists or may be hereafter amended or altered, whereby it may purchase, acquire or hold stock, bonds or other evidences of indebtedness in any other corporation, are hereby waived; but the Company may exercise such rights upon acquiring the consent of the Board so to do, under such conditions as it may impose.

Twenty-third—The Company shall submit a report duly verified to the Board not later than November 1 of each year, for the year ending September 30 next preceding, which shall show the following:

1. Capital authorized—
 - (a) Preferred stock.
 - (b) Common stock.
 - (c) Bonds (classes to be specified).
 - (d) Debentures.
2. Capital issued—
 - (a) Preferred stock.
 - (b) Common stock.
 - (c) Bonds (classes to be specified).
 - (d) Debentures.
3. Amount of sinking fund.
4. Amount and rate of dividends paid during year.
5. Amounts and rates of interest paid on the various classes of bonds during the year.
6. Capacity attached to piping—
 - (a) Miles of main.
 - (b) Street lights.
 1. Open flame.
 2. Mantle lights.
 - (c) House lights.
 - (d) Meters.
 - (e) Number of consumers for light.
 - (f) Number of consumers for fuel.
7. Highest price received for gas, per thousand cubic feet.
8. Average price received for gas, per thousand cubic feet.
9. Authorized price per thousand cubic feet.
10. Amount of gas manufactured during year.
11. Amount of gas sold during year.
12. Detailed statement of total cost of manufacture and distribution of entire amount of gas during year, showing also cost of manufacture and distribution of same per thousand cubic feet.

13. Balance sheet showing assets and liabilities in detail.
14. Detailed statement of cost of property situated in the Borough of Queens, showing miles and size of mains, number of meters, holders, buildings, machinery, manufactories, interior piping, lamps, service connections, etc., and cost of same, including separately, value of franchise.
15. Detailed statement of amount of depreciation on above.
16. Detailed statement of present value of above.
17. Statement showing stock and bonds owned in other companies, setting forth name of companies, date of acquiring stock, par value, amount paid for and present value of same.
18. Statement showing number and location of factories and holders.

And such other information in regard to the business of the Company as may be required by the Board.

For failure to comply with the foregoing, the Company shall pay a penalty of twenty-five dollars (\$25) per day until such statement or copy of such report is rendered, and in default of such payment, the same, upon order of the Board, may be deducted from the security fund to be deposited by the Company with the Comptroller, as hereinafter provided.

Twenty-fourth—If the said Company, its successors or assigns, shall fail to give efficient public service at the rates herein fixed, or fail to maintain the standard fixed by the Board or by law, as set forth above, for the quality of gas furnished by it to the City or private consumers, or exceeds the maximum pressure allowed by law, or fail to maintain its structures in good condition throughout the full term of its occupancy of such streets, or fail to comply with any provision of this contract the Board may give written notice to the said Company, specifying any default on the part of said Company, and requiring said Company to remedy the same within a reasonable time, and upon the failure of the Company to remedy said default within a reasonable time, said Company shall for each day thereafter during which the default or defect remains, pay to the City the sum of one hundred dollars (\$100), as fixed or liquidated damages, or the said City, in case such structures which may affect the surface of the streets, shall not be put in good condition within a reasonable time after notice by the Board, as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the said Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, or in default of such payment, the same shall be a proper charge against and may be deducted from the security fund to be deposited with the Comptroller as hereinafter provided.

If, for a period of two consecutive weeks, the gas system of the Company shall not be operated, the Board may declare the right and franchise granted by this contract terminated without further proceedings in law or in equity, if it shall appear in the judgment of said Board, that the same was not operated through the fault of the Company.

The Company shall in the exercising of any and all the rights conferred on it by this contract, comply with all the provisions of chapter 429 of the Laws of 1907, establishing the "Public Service Commissions" of the State of New York, and all acts amendatory or additional thereto, and shall immediately upon obtaining the same, furnish to the Board, for filing among its records, a copy of the certificate required to be obtained by the Company under section 68 of such act, certified by the Commission having jurisdiction over the Company.

Twenty-fifth—The Company shall at all times keep accurate books of account and shall, on or before November 1 in each year, make a verified report to the Comptroller of The City of New York of the business done by the Company for the year ending September 30, next preceding. Such report shall contain a statement of the gross receipts from all business done by the Company, together with such other information and in such form and detail as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report and may examine its officers under oath.

Twenty-sixth—In case of any violation or breach or failure to comply with any of the provisions of this contract, the same may be forfeited by a suit brought by the Corporation Counsel on notice of ten 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 all property constructed and in use by virtue of this grant, shall thereupon become the property of the City without proceedings at law or in equity.

Twenty-seventh—This grant is upon the express condition that the Company, within thirty (30) days after the execution of this contract and before anything is done in exercise of the rights conferred thereby, shall deposit with the Comptroller of the City the sum of one thousand five hundred dollars (\$1,500), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of the terms and conditions of the contract, especially those which relate to the payment of the annual charge for the franchise granted, in default of which payment of the annual charge, the Comptroller, acting in behalf of the City, shall collect same with interest from such fund after five days' notice in writing to the Company. In case of the failure of the Company to comply with the terms of this contract relating to the filing of annual statements, or its neglect or refusal to comply with any demand or direction of the Board or other municipal officials, made pursuant to the terms of this contract, or under the authority of any laws or ordinances now or hereafter in force, in such case and in any of these events the Company shall pay to the Comptroller of the City a penalty of one hundred and twenty-five dollars (\$125) for each violation.

The procedure for the imposition and collection of the penalties in the grant shall be as follows:

The Comptroller of the City, on complaint made, shall, in writing, notify the Company, through its president, to appear before him on a certain day not less than ten days after the date of such notice, to show cause why it 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 Comptroller, to be in fault, said Comptroller shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to him to be just, and without legal procedure, 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 days' notice in writing, pay to the Comptroller of the City a sum sufficient to restore said security fund to the original amount of one thousand five hundred dollars (\$1,500), and in default thereof the contract may be revoked at the option of the Board, acting in behalf of the City. No action or proceeding or rights under the provisions of the grant shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-eighth—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 the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Twenty-ninth—The words "notice," "demand" or "direction," wherever used in this contract, shall be deemed to mean a written notice, demand or direction. Every such notice, demand or direction to be served upon the Company shall be delivered at such office in The City of New York 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 of New York. Delivery or mailing of such notice, demand or direction as and when above provided shall be equivalent to direct personal notice, demand or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirtieth—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets, avenues and highways of the territory in which the Company is authorized to operate by this contract, and nothing contained herein shall be deemed to affect in any way the right of the City to grant a similar privilege upon the same or other terms and conditions to any other person or corporation in any part of the Borough of Queens.

Thirty-first—Whenever this contract requires the Company to do or refrain from doing something in addition to or not inconsistent with the laws of the State or the ordinances of the City, the Company shall be bound to observe the provision of the contract or any amendments or modifications of the same. This provision shall be deemed to apply to any and all orders, requests and directions of all local authorities vested with powers by this contract, in addition to those conferred upon such authorities by the laws of the State and the ordinances of the City.

Section 3. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

By....., Mayor.

[CORPORATE SEAL.]

Attest:

....., City Clerk.

QUEENS LIGHTING COMPANY,

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 of the terms and conditions, including the provisions as to rates 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 Queens Lighting Company, and the said form of 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 September 20, 1907, in the CITY RECORD, and at least twice during the ten days immediately prior to September 20, 1907, in "The New York Daily News" and "The New York Times," two daily newspapers designated by the Mayor therefor and published in The City of New York, at the expense of the Queens Lighting Company, 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 the franchise or right applied for by the Queens Lighting Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolutions authorizing any such contract, will at a meeting of said Board, to be held in the old Council Chamber, City Hall, Borough of Manhattan, City of New York, on September 20, 1907, at 10.30 o'clock a.m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard;

—and be it further

Resolved, That before the publication of the resolution, form of contract and notice of public hearing thereon, hereinbefore provided for, the said form of contract shall be submitted to the Corporation Counsel for his approval as to form and to incorporate therein such matter as he may deem advisable to fully protect the interests of the City.

Which was adopted by the following vote:

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

New York and Queens County Railway Company.

Two communications, dated June 18, 1907, were received from the Mayor's office, returning, duly approved by the Mayor, resolutions adopted June 14, 1907, fixing this day as the date for public hearing on the applications of the New York and Queens County Railway Company to construct, maintain and operate two extensions or branches to its existing railway in the Borough of Queens, one to Whitestone and one to Bayside, and designating the "New York Herald" and the "New York Daily News" as the newspapers in which the first petition should be published, and "The Globe" and the "New York Mail" as the newspapers in which the second petition should be published.

Which were ordered filed.

The public hearing on the applications of the New York and Queens County Railway Company for franchises to construct, maintain and operate two extensions or branches to its existing railway in the Borough of Queens, as follows:

(a) Connecting with its existing railway at Broadway and Main street, in the former Village of Flushing, to Eleventh avenue and Thirty-sixth street, in the former Village of Whitestone; and

(b) Connecting with its existing railway at the corner of Franconia avenue and Twenty-second street, Inglewood, to Broadway and Bell avenue, Bayside;

—was opened.

The hearing was fixed for this day by resolution adopted June 14, 1907.

F. C. Baker appeared in opposition to the proposed grant.

Van Vechten Veeder, of counsel for the company, appeared in favor of same.

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

The Comptroller moved that the matter be referred to a Select Committee, consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Queens.

Which motion was adopted by the following vote:

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

Queens Borough Street Railway Company.

A communication, dated June 18, 1907, was received from the Mayor's office returning, duly approved by the Mayor, resolution adopted by the Board June 14, 1907, fixing this day as the date for a public hearing on the application of the Queens Borough Street Railway Company for a franchise, and designating the New York "Herald" and the New York "Mail" as the newspapers in which such petition should be published.

Which was ordered filed.

The public hearing on the application of the Queens Borough Street Railway Company for a franchise to construct, maintain and operate a street surface railroad upon and along Van Alst avenue, from Franklin street to Winthrop avenue, in the First Ward, Borough of Queens, was opened.

The hearing was fixed for this day by resolution adopted June 14, 1907.

No one appeared in opposition to the proposed grant.

Charles Benner, of counsel for the company, appeared in favor of same.

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

The Comptroller moved that the matter be referred to a Select Committee consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Queens.

Which motion 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.

Kings County Refrigerating Company.

The public hearing on the resolution and form of contract for the grant of a franchise to the Kings County Refrigerating Company to construct, maintain and operate a pipe line under and along Hall street, from the warehouse of the petitioner and under and across Flushing avenue to the lands of the Wallabout Market, Borough of Brooklyn, for the purpose of supplying refrigeration to consumers therein, was opened.

The hearing was fixed for this day by resolution adopted by the Board June 7, 1907.

No one appeared in opposition to nor in favor of the proposed grant.

The Chair declared the hearing closed.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Kings County Refrigerating Company 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 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 this _____ day of _____, 190____, by and between The City of New York, 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, and Kings County Refrigerating Company, a domestic corporation of the State of New York, 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 of New York hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a conduit not to exceed twelve inches in diameter, with the necessary branches and connections therefrom, leading directly into private property, and also into the lands of the Wallabout Market, for the sole purpose of supplying refrigerant to consumers, said conduits and branches to be beneath the surface of each of the following named streets, avenues and highways between the points described in the following route, all situate in the Borough of Brooklyn, City of New York, to wit:

Route—Beginning at a point in Hall street, about 325 feet north of the northerly line of Park avenue; thence northerly in, under and along Hall street to Flushing avenue; thence still northerly in, under and across Flushing avenue to the lands of the Wallabout Market, together with such branches from the pipes laid in the above described route leading directly into private property or lands of the Wallabout Market as may be necessary for the purpose of supplying patrons of the Company with cold air or refrigerant, said route being shown on a map entitled "Map showing the proposed pipe line of the Kings County Refrigerating Company, to accompany petition to the Board of Estimate and Apportionment, dated July 13, 1905," signed by James J. Phelan, secretary, copy of which is annexed hereto and made a part of this grant.

Sec. 2. The grant of this privilege is subject to the following conditions:

First—The said right to lay one conduit line in each of the streets, avenues or highways, and between the limits as hereinbefore described, and the privilege to maintain and operate the same shall be held and enjoyed by the said Company, its lessee or successors, for a term of fifteen years from the date of the signing of this contract, with the privilege of renewal of said grant for a further period of ten years upon a fair revaluation of said right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board of Estimate and Apportionment of The City of New York, or any authority which shall be authorized by law to act for the City in place of the said Board. Such application shall be made at any time not earlier than two years and not later than one year before the expiration of the original term of this grant. The determination of the revaluation shall be sufficient, if agreed to in writing by the Company and the Board of Estimate and Apportionment, or such other authority in its place. If the Company and the Board, or such other authority in its place for the City, shall not reach such agreement on or before the day one year before the expiration of the original term of this grant, then the annual rate of compensation for such succeeding ten years shall be reasonable, and either the City (by the Board or such other authority in its place) or the Company shall be bound upon request of the other to enter into a written agreement with such other authority, fixing the rate of such compensation at such amount as shall be reasonable, 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 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 of Estimate and Apportionment or its successors in authority; 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 revaluations aforesaid. Such appraisers shall be chosen at least six months prior to the expiration of the contract, and their report shall be filed with the Board of Estimate and Apportionment or its successors in authority within three 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 the books of the company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but shall not in any event be less than the minimum amount fixed as the sum to be paid annually for the last year of this original grant. If in any case the annual rate shall not be fixed prior to the termination of the original term of this grant, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Second—Upon the termination of this contract, or if the same is renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any other cause, all conduit lines and appurtenances thereto, constructed pursuant to this contract, shall be and become the property of The City of New York, without compensation therefor, and the same may be used by the City for any purpose whatsoever. If, however, at the termination of this grant, as above, the City, by the Board of Estimate and Apportionment, or its successors in authority, shall so order by resolution, the said company shall remove, at its own expense, said conduit line and all appurtenances thereto, and shall restore all streets and pavements to their original condition.

Third—The Company, its successors or assigns, shall pay for this privilege to The City of New York the following sums of money, to wit:

1. Five hundred dollars (\$500) in cash within thirty (30) days after the signing of the contract.

2. During the first five years of this contract an annual sum which shall in no case be less than seven hundred and fifty dollars (\$750), and which shall be equal to 5 per cent. of the gross receipts of the company, if such percentage shall exceed the sum of seven hundred and fifty dollars (\$750).

During the second five years of this contract an annual sum which shall in no case be less than one thousand dollars (\$1,000), and which shall be equal to 6 per cent. of the gross receipts of the company, if such percentage shall exceed the sum of one thousand dollars (\$1,000).

During the third and remaining five years of this contract an annual sum which shall in no case be less than thirteen hundred dollars (\$1,300), and which shall be equal to 7 per cent. of the gross receipts of the company, if such percentage shall exceed the sum of thirteen hundred dollars (\$1,300).

The gross receipts as above shall be the total receipts of the company from all business of furnishing refrigerant to consumers outside of its warehouse at No. 30 Hall street, and outside of the lands of the Wallabout Market. The minimum sums provided to be paid annually shall include the percentages of such gross receipts as above, and also such sums as may be paid under any agreement made with the Comptroller for privileges in the lands of the Wallabout Market.

3. An annual payment of twenty-five (25) cents for each linear foot of conduit line and two dollars (\$2) for each manhole constructed within the limits of any street, avenue or highway. The sums due shall be calculated from the day when permit is obtained to open the streets for any section of the work.

All sums herein provided for shall be paid into the Treasury of The City of New York on November 1 of each year, and shall be for the amount due to September 30 next preceding.

Any and all payments made by the terms of this franchise to The City of New York by the company shall not be considered in any manner in the nature of a tax, but such payment shall be 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 of New York or by any law of the State of New York.

Fourth—The annual charges or payments shall continue throughout the whole term of the privilege hereby granted, whether original or renewal, as hereinbefore provided, notwithstanding any clause in any statute or in the charter of any other company providing for payments for refrigerating 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 grant; 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 grant. Nothing herein contained shall apply to any mortgagee or mere lienor, but shall apply to any purchaser upon foreclosure, or under or by virtue of any provisions of a mortgage or lien.

Fifth—The rights and privileges granted hereby shall not be assigned either in whole or in part, or leased or sublet in any manner nor shall 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, its successors or assigns, 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 of New York, acting by the Board of Estimate and Apportionment, or its successor in authority, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents. This provision, however, shall not apply to the making of a mortgage, but shall apply to a sale under foreclosure.

Sixth—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets, avenues and highways on the route heretofore described.

Seventh—The Company shall complete the entire conduit line along the route hereinbefore described, and have the same in operation within one (1) year from the date of the signing of this contract; otherwise this grant shall cease and determine.

Eighth—All construction which shall be made under this grant shall be done in a manner solely upon the terms and conditions hereafter to be imposed by the President of the Borough of Brooklyn and the Commissioner of Water Supply, Gas and Electricity, or their respective successors in authority. The said Company shall submit a working plan of construction to the said President and to the said Commissioner, which shall include and show in detail the method of construction of said pipe line, connections, manholes and other appurtenances, and the mode of protection of all subsurface construction under the streets, avenues and highways described in the route.

Ninth—The said Company shall bear the expense of keeping in repair for one year after it has been replaced all pavement which may at any time be removed by said Company, either for the purpose of construction or for the repairing of the pipe line and its appurtenances.

Tenth—The said Company shall bear the expense of inspection, which may be required by the President of the Borough of Brooklyn and the Commissioner of Water Supply, Gas and Electricity, of all the work of construction required, or removal of the said pipe line, which shall be done under this grant.

Eleventh—The Company shall cause a test to be made of the pipes laid under this grant before said pipes shall be used for the conveyance of gas or fluid under pressure for refrigerating purposes. The pipes so tested shall be submitted to a pressure of 450 pounds per square inch, and such test shall be made under the supervision of the Commissioner of Water Supply, Gas and Electricity. A certificate showing that such a test has been made without injury to the pipes shall be executed by an officer of the Company, indorsed by the Commissioner of Water Supply, Gas and Electricity and filed with the Board of Estimate and Apportionment.

Twelfth—During the term of this contract the Board of Estimate and Apportionment, or its successor in authority, shall have absolute power to regulate the maximum rates, provided that such rates shall be reasonable and fair.

The Company, upon the application for refrigeration of any person or corporation located along the routes herein authorized, shall extend its conduit to such premises and furnish to said applicant refrigerant at the prices which may be hereafter fixed; otherwise this contract shall cease and determine at the option of the Board of Estimate and Apportionment.

Thirteenth—A correct map shall be furnished to the Board of Estimate and Apportionment by the Company, showing the exact location of all the conduit lines and manholes laid with reference to the curb lines of the streets and the street surface, and the same shall be furnished on the first day of November of each year until all pipe lines which are authorized by this grant are constructed, or until the right hereby authorized to construct pipe lines along the routes described has ceased by limitation, as herein provided.

Fourteenth—The grant of this privilege shall not affect in any way the right of The City of New York to grant a similar privilege upon the same or other terms and conditions to any other person or corporation.

Fifteenth—The Company shall assume all liability by reason of the construction and operation of the conduit line, and the City shall assume no liability whatsoever to either persons or property by reason of its construction.

As a condition of this grant the Company, its successor or assigns, hereby agrees to repay to the City any damages which the City shall be compelled to pay by reason of any acts or defaults of the Company, its successor or assigns.

Sixteenth—In case of any violation or breach or failure to comply with any of the provisions herein contained, except as otherwise herein specifically provided, this contract may be forfeited or avoided by The City of New York by a suit brought by the Corporation Counsel on notice of ten days to the said Company.

Seventeenth—The conduit line hereby authorized shall be used only by the Kings County Refrigerating Company, and for no other purpose than for supplying refrigeration by the ammonia process, or such other process as may be consented to by the Board of Estimate and Apportionment.

Eighteenth—The Company shall at all times keep accurate books of accounts of the gross earnings from the privileges granted under this contract. The Company shall, on or before November 1 in each year, make a verified report to the Comptroller of the City of New York of the business done by the Company for the year ending September 30 next preceding, as he may prescribe. Such report shall contain the number of feet of conduit laid and the number of manholes constructed during the year, and also a statement of the gross receipts from all business of furnishing refrigerant to consumers outside of its warehouse at No. 30 Hall street, together with such other information and in such detail 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.

Nineteenth—The Company shall comply with the existing provisions of Article V. of chapter 566 of the Laws of 1890, and future amendments thereto, except in so far as the same are inconsistent with the provisions of this contract, and provided that all powers of the company shall be limited by the provisions of this contract.

Twentieth—If the said Company, its successors or assigns, shall fail to give efficient public service at the rates herein fixed or fails to maintain its structures in good condition throughout the full term of its occupancy of such streets, the Board of Estimate and Apportionment of the City of New York may give written notice to the said Company specifying any default on the part of said Company and requiring said Company to remedy the same within a reasonable time, and upon the failure of the company to remedy said default within a reasonable time, said Company shall, for each day thereafter during which the default or defect remains, pay to the City of New York a sum of \$50, as fixed or liquidated damages, or the said City, in case such structures, which may affect the surface of the streets, shall not be put in good condition within a reasonable time after notice by the board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the said 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 hereinbefore provided.

Twenty-first—This grant is upon the express condition that the Company, within thirty days after the execution of this contract and before anything is done in exercise of the rights conferred thereby, shall deposit with the Comptroller of the City of New York the sum of five hundred dollars (\$500), either in money or in securities, to be approved by him, which fund shall be security for the performance by the company of the terms and conditions of this grant, especially those which relate to the payment of the annual charge for the privilege and the penalties herein provided, and in case of default in the performance by said company of such terms and conditions, The City of New York shall have the right, after due notice to collect the same from the said fund without legal proceedings, or after default in the payment of the annual charges, shall collect the same, with interest, from said fund after ten days' notice in writing to the said Company. In case of any drafts so made upon this security fund, the said Company shall, upon thirty days' notice in writing, pay to the Comptroller of the City of New York a sum of money sufficient to restore the said fund to the original amount of five hundred dollars (\$500), and in default thereof the grant hereby made may be cancelled and annulled at the option of the Comptroller of the City of New York, acting on behalf of said City. No action or proceeding or rights under the provisions of this section shall affect other legal rights, remedies or causes of action belonging to The City of New York.

Twenty-second—The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the party of the second part, by its officers, thereunto duly authorized has caused its corporate name to be hereunto signed, and its corporate seal to be hereunto affixed the day and year first above written.

THE CITY OF NEW YORK,

[SEAL.]

Attest:

By....., Mayor,

....., City Clerk.

THE KINGS COUNTY REFRIGERATING COMPANY,

By....., President.

Attest:

.....Secretary.

[SEAL.]

(Here add acknowledgments.)

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.

Long Island Railroad Company.

Consideration of the communication dated June 27, 1907, from the Board of Rapid Transit Railroad Commissioners, transmitting certificate of the franchise, right and privilege to the Long Island Railroad Company to construct, maintain and operate two cut-offs from its existing railroad, known respectively as the Montauk cut-off and the Glendale cut-off.

The consideration was fixed for this day by resolution adopted by the Board June 28, 1907.

[Note—The certificate is included in and printed as a part of the resolution below.]

The following was offered:

Whereas, The Board of Rapid Transit Railroad Commissioners for The City of New York, constituted pursuant to the provisions of chapter 4 of the Laws of 1891 and acts amendatory thereof, has fixed and determined the location and plans of construction of two connections, known as the Montauk cut-off and the Glendale cut-off, to the Long Island Railroad, the route or routes by which such connections may connect with the existing railroad of the company, the times within which they shall be respectively constructed and the compensation to be paid therefor by the railroad company; and

Whereas, The Board of Rapid Transit Railroad Commissioners has transmitted to the Board of Estimate and Apportionment a certificate, dated June 22, 1907, granting a franchise for such connections to the Long Island Railroad Company, subject to certain terms, conditions and requirements, which have been accepted by the railroad company; and

Whereas, Such certificate was received by the Board of Estimate and Apportionment on the 28th day of June, 1907, at a meeting of said Board of Estimate and Apportionment duly held on said day; and

Whereas, Said Board of Estimate and Apportionment, by resolution duly adopted at said meeting, did appoint a day not less than one week nor more than ten days after the receipt thereof for the consideration of such certificate, to wit, the 8th day of July, 1907, at 10.30 o'clock a. m., and has proceeded with such consideration; and

Whereas, The certificate of grant and the terms, conditions and requirements contained therein are as follows:

THE BOARD OF RAPID TRANSIT RAILROAD COMMISSIONERS FOR THE CITY OF NEW YORK TO THE LONG ISLAND RAILROAD COMPANY.

CERTIFICATE, JUNE 22, 1907.

The Board of Rapid Transit Railroad Commissioners for The City of New York does hereby certify as follows:

Whereas, The Long Island Railroad Company (which is hereinafter called the Railroad Company) is a railroad corporation duly incorporated under the laws of the State of New York, and owns and actually operates a trunk line railroad now constructed, which is partly within the limits of The City of New York, with a terminus therein, which City is hereinafter called the City, and which railroad is hereinafter called the railroad now constructed, and is engaged in interstate commerce in connection with other trunk line railroads, and is operated and used as part of an interstate trunk line; and

Whereas, The Railroad Company, and the Pennsylvania, New York and Long Island Railroad Company (a railroad corporation duly incorporated under the laws of the State of New York, for the purpose of building, maintaining and operating a tunnel railroad in the City) intend to make, in the Borough of Queens, extensive additions, betterments and facilities for the better management, maintenance and operation of their railroads, and application has been made to the Board of Estimate and Apportionment of the City to change and amend the map and plan of The City of New York, and to close certain streets thereon in such manner that the Railroad Company may construct, establish and maintain in connection with the railroad now constructed, a freight storage yard and other additions, betterments and facilities, and that the Pennsylvania, New York and Long Island Railroad Company may construct, establish and maintain in connection with its railroad now being constructed in the Boroughs of Manhattan and Queens, a suitable terminus and suitable terminal facilities; and

Whereas, The Railroad Company desires more directly to connect points on the railroad now constructed, and to straighten and improve the alignment thereof and to establish, construct, extend and connect its lines within the City, as hereinafter mentioned; and

Whereas, The Railroad Company did, on or about the 29th day of November, 1905, duly file in the office of the Clerk of the County of Queens the routes and profiles of the Glendale cut-off and of the Montauk cut-off hereinafter mentioned and described as provided by the Railroad Law; and, whereas, later and on or about the 8th day of November, 1906, the Railroad Company did, duly and with the assent of two-thirds of all the directors of the said Company, as required by the Railroad Law, file an amended route and profile of the Montauk cut-off in the office of the said Clerk; and

Whereas, The said routes, whether original or as amended, lie wholly within private property acquired or to be acquired by the Railroad Company except where the same cross over or under certain streets; and

Whereas, The Railroad Company, pursuant to section thirty-two of chapter four of the Laws of 1891 as amended by chapter six hundred and six of the Laws of 1906 (which entire statute as amended by various acts and as now in force, is hereinafter called the Rapid Transit Act) has made application to the Board of Rapid Transit Railroad Commissioners for The City of New York (which Board is hereinafter called the Board) to fix and determine the route or routes by which the Railroad Company may more directly connect certain points on the railroad now constructed and may establish, construct, extend and connect the lines of the Railroad Company within the City, all as hereinafter mentioned and also for authority to the Railroad Company to construct and operate such connections and extensions within the City, under, over and across streets, avenues, highways or public places in the City as hereinafter provided and otherwise for the authority and rights hereinafter more particularly set forth, including the right to transport over such connections and extensions passengers or freight or both; and whereas, the railroad, extensions and connections hereby authorized (but not including the railroad now constructed and owned by the Railroad Company) are with their stations and all other appurtenances thereto hereinafter called the new connections; and

Whereas, The Board, by a concurrent vote of at least six of its members, has fixed and determined the locations and plans of construction of such new connections of the Railroad Company upon such routes, the times within which they shall be respectively constructed, and the compensation to be respectively paid therefor to the City by the Railroad Company; and

Whereas, The Board, by such concurrent vote, has prescribed such terms, conditions and requirements as to the Board appear to be just and proper for the grant hereby made to the Railroad Company, including the terms, conditions and requirements provided by the Rapid Transit Act, and has included among them a provision that the Railroad Company shall, from the time of the commencement of the operation of such new connections of the Railroad Company under such determination, annually pay to the City certain sums or rentals, for a period of twenty-five years, and also providing for a readjustment of the amount of such sums or rentals at the expiration of such period and at intervals thereafter of twenty-five years;

Now, therefore, the Board has authorized and does hereby authorize, but subject, however, to the approval of the Board of Estimate and Apportionment of the City and also subject to the terms, conditions and requirements hereinafter set forth, the Railroad Company:

1. Montauk Cut-off—To lay down, construct and operate a railway upon a route, the centre line of which is as follows, to wit: Beginning at a point in the Borough of Queens, over the northwesterly line of Meadow street as now existing or laid out, distant not more than seven hundred and two (702) feet or less than six hundred and seventy-two (672) feet northeasterly from the intersection of said northwesterly line of Meadow street with the northerly line of Hunters Point avenue as now existing or laid out, and running thence southeasterly over Meadow street to a point over the centre line of Hunters Point avenue not more than sixty (60) feet or less than thirty (30) feet easterly from the intersection of the centre line of Hunters Point avenue with the centre line of Hayward street as now existing or laid out; thence running still southeasterly and crossing over Fourth street, as now existing or laid out, at a point not more than ninety (90) feet or less than sixty (60) feet easterly from the intersection of the centre line of Fourth street with the centre line of Hayward street; crossing over Third street, as now existing or laid out, at a point not more than one hundred and twenty (120) feet or less than ninety (90) feet easterly from the intersection of the centre line of Third street with the centre line of Hayward street; thence running southeasterly and along a curve with its concavity towards the northeast to a point over the centre line of Borden avenue, as now existing and laid out, not more than one hundred and seventy-eight (178) feet or less than one hundred and forty-eight (148) feet easterly from the intersection of the centre line of Borden avenue with the centre line of Hayward street; thence continuing southeasterly and crossing over Dutch Kills creek by means of a drawbridge running thence easterly on a curve with its concavity towards the north and on a straight line to a point on the existing centre line between tracks of the railroad of the Montauk Division, now constructed of the Railroad Company. The railway in this subdivision described is, with its appurtenances, hereinafter intended by the name or title "Montauk Cut-off."

2. Glendale Cut-off—To lay down, construct and operate a railway upon a route, the centre line of which is as follows, to wit: Beginning at a point in the Borough of Queens, on the railroad of the Main Line, now constructed, of the Railroad Company, not more than six hundred and sixty (660) feet or less than five hundred and sixty (560) feet southeasterly from the intersection of the existing centre line between the tracks of said railroad now constructed with the centre line of Remsen's lane as now existing, and running thence southeasterly and southerly, on a curve with its concavity towards the southwest, to the point of termination of said curve, not more than eight hundred and seventeen (817) feet or less than seven hundred and seventeen (717) feet northerly, measured along the proposed centre line, from the intersection of the centre line of the proposed railway with the centre line of White Pot road as now existing, said point of termination being the point of convergence of a spur or connection A, hereinafter described; thence running southerly to a point over the centre line of said White Pot road not more than sixteen hundred and seventy (1,670) feet or less than sixteen hundred and forty (1,640) feet easterly from the intersection of the centre line of White Pot road with the centre line of Trotting Course lane, both as now existing; running thence still southerly and crossing over the centre line of Metropolitan avenue, as now existing, at a point not more than two hundred and sixty three (263) feet or less than two hundred and thirty-three (233) feet easterly from the intersection of the centre line of said Metropolitan avenue with the centre line of Trotting Course lane; thence

crossing over Trotting Course lane, as now existing, at a point in its centre line not more than five hundred and seventy (570) feet or less than five hundred and forty (540) feet southeasterly from the intersection of the centre line of Trotting Course lane with the centre line of Metropolitan avenue; thence continuing in a generally southerly direction until it intersects a portion of the railroad of the Montauk Division, now constructed, of the Railroad Company at a point distant not more than three hundred and fifty-seven (357) feet or less than three hundred and twenty-seven (327) feet westerly from the centre line of Trotting Course lane, where it now crosses the railroad of the Montauk Division, now constructed, of the Railroad Company; thence southerly, on a curve with its convexity towards the west, and connecting with the centre line between tracks of the railroad of the New York and Rockaway Beach Railway Company—the railway in this subdivision hereinafter described being, with its appurtenances, hereinafter intended by the name or title "Glendale Cut-off;" together with spurs or connections as follows, to wit:

(a) A spur or connection upon a route, the centre line of which is as follows, to wit: Beginning at a point in the railroad of the main line, now constructed, of the Railroad Company at or near its intersection with the southeasterly line of Remsen's lane and running thence in a generally southeasterly direction, along a reversed curve with its concavity first towards the northeast and then towards the southwest, and crossing the existing centre line between tracks of the railroad of the main line, now constructed, of the Railroad Company at a point not more than fifteen hundred (1,500) feet or less than fourteen hundred and seventy (1,470) feet southeasterly from the intersection of said centre line between tracks with the centre line of Remsen's lane; thence running southerly, on a curve towards the south and on a straight line, to a point in the railway, hereinafter in paragraph 2 described, not more than eight hundred and seventeen (817) feet or less than seven hundred and seventeen (717) feet northerly, measured along the proposed centre line of the railway, from the intersection of the centre line of the proposed railway with the centre line of White Pot road, as now existing.

(b) A spur or connection upon a route, the centre line of which is as follows, to wit: Beginning at a point in the railway hereinafter, in paragraph 2, described, about eighty-five (85) feet northerly from the intersection of its centre line with the centre line of Metropolitan avenue; thence running southerly and crossing over Metropolitan avenue at a point in its centre line not more than two hundred and sixty-eight (268) feet or less than two hundred and thirty-eight (238) feet easterly from the intersection of the centre line of Metropolitan avenue with the centre line of Trotting Course lane; running thence southeasterly, on a curve with its convexity towards the southwest, to a point on the centre line between the tracks of the railroad of the Montauk Division, now constructed, of the Railroad Company not more than eight hundred and sixty-five (865) feet or less than seven hundred and sixty-five (765) feet easterly along said centre line between tracks from the intersection of said centre line with the centre line of Trotting Course lane, as now existing.

The said routes and their spurs and connections being illustratively shown upon the plans and profiles of the new connections hereto attached, which plans and profiles are to be deemed a part of this franchise and to be construed with the text hereof and are to be substantially followed; provided that deviations therefrom or from either of them, which are substantially consistent with the foregoing descriptions and the other provisions of this franchise, may be permitted by the Board.

3. To lay down, construct and operate, upon the route of the railway of the Montauk cut-off tracks, not exceeding four in number; to lay down, construct and operate upon the main line of the route of the railway of the Glendale cut-off tracks not exceeding four in number, and upon the said spurs of the Glendale cut-off, A and B, tracks not exceeding two in number; provided, that the entire structure of either of the said railways, including sidings, cuttings and embankments, shall not, over or under any street or road now laid out and opened or to be hereafter laid out and opened, exceed one hundred (100) feet in width, measured at right angles to the centre line of the railroad where there are four tracks and fifty (50) feet where there are two tracks, and provided still further, that the Railroad Company shall have the right to add an additional track by way of siding along any portion or portions of the main line of either of the new connections, not in all exceeding in length of such siding or sidings forty (40) per cent. of the total length of the said main line; provided, however, that the said percentage of sidings may be increased upon consent of the Board; and provided further, that this provision shall not limit the right of the Railroad Company in the use of lands owned or which shall be owned by it.

4. To acquire and maintain stations upon or along the said new connections.

5. To run upon the said new connections, or either of them, locomotives, motors, cars and carriages, for the transportation of persons and property, and to use thereon and in connection therewith all suitable appliances.

6. To maintain and operate under or over the routes aforesaid or either of them, including all streets which shall be intersected by the new connections, or over or under which any part of the routes thereof or either of them shall run, telegraph wires and wires, cables, conduits, ducts and ways for the distribution of power, heat and light, and other appurtenances for use of the railroad now constructed or of the new connections, but for no other purpose.

7. To acquire and use private property for power plants, pumping stations, shafts or stairways for access to or from the railroad, and other necessary purposes of the new connections, as well as for stations and station extensions, as such private property has been or shall be lawfully acquired, within the scope of the corporate rights and powers of the Railroad Company.

Nothing herein contained shall be deemed to give any right to construct or operate a railroad upon the surface of any street in The City of New York.

The rights hereinafter granted to maintain and operate the new connections or necessary or convenient for that purpose, shall be held by the Railroad Company in perpetuity except as may be herein otherwise expressly provided.

But this authorization including all the rights and privileges hereby granted, is subject to certain terms, conditions and requirements which appear to the Board to be just and proper and as so subject, is hereinafter called the franchises hereby granted.

The following further terms, conditions and requirements are accordingly hereby prescribed as follows, to wit:

I.

This certificate will be executed by the Board in four identical originals, so proved as to be entitled to be recorded in the office of the Clerk of Queens County, and to be filed in the office of the Secretary of State of the State of New York, all of which will be delivered by the Board to the president, vice-president, secretary or treasurer of the Railroad Company. The franchises hereby granted shall be inoperative, and this certificate shall be void unless within thirty days after such delivery or such further period not exceeding three months as shall be prescribed in writing by the Board, the Railroad Company shall have procured three of the said identical originals to be returned to the Board, each of them having an acceptance of the franchises and all the terms, conditions and requirements thereof subscribed at the foot thereof by the Railroad Company, such acceptance being so proved as to entitle it to be recorded and filed as aforesaid.

II.

The franchises hereby granted, shall, if the Board shall so determine, become void unless within six calendar months after the time of the delivery to the Board of the acceptance of this certificate by the Railroad Company, that Company shall, in due and lawful form, obtain or receive the consent of the Board of Estimate and Apportionment of the City, or other local authority having the control of the streets, across and over or under which it is proposed to construct the new connections, and of the other property of the City upon, under or over which such new connections are to be constructed, together with the approval of the Mayor of the City.

The franchises hereby granted shall, if the Board shall so determine, become void, unless within one year after the time of such acceptance of this certificate by the Railroad Company, that Company shall further, and in due and lawful form, obtain, so far as may be necessary, and, if and when obtained, file in the office of the Board, the consent of the owners of one-half in value of the property bounded on the portions of streets over or under which the new connections or any part of the routes thereof run, to the construction and operation of the new connections or such part thereof, or, in case such consent of such property owners cannot, where necessary, be so obtained, then the determination of commissioners to be appointed pursuant to law by the Appellate Division of the Supreme Court in the Second Department that such portion of the new connections ought to be constructed and operated, the said determination of such commissioners, when confirmed by the Appellate Division which shall have appointed such commissioners, to be taken in lieu of such consent of property owners, provided, how-

ever, and it is expressly stipulated, that the Board shall have power, upon reasonable cause shown, to extend by written certificate the periods hereinbefore in this article prescribed.

III.

The Railroad Company shall begin or continue the construction of each of the new connections within three months after it shall have obtained the consents aforesaid, or such of them as shall be necessary as aforesaid, and shall complete the construction of the new connections and begin operation thereon within five years after such construction shall be begun or continued, except two of the tracks upon the route of the railway of the Montauk cut-off and two of the tracks upon the main line of the route of the railway of the Glendale cut-off, which tracks shall be respectively constructed within ten years after the completion of the remaining tracks upon the route of the corresponding new connection, provided, however, that if it shall be found by the Railroad Company that the construction of either or any of said tracks is not necessary for the efficient and proper operation of either of the said new connections, then the Railroad Company shall have the right, upon one year's written notice to the Board at any time prior to the expiration of said ten years, to relinquish and surrender its right to construct and operate either or any of said tracks and shall thereupon be relieved from all obligations respecting the same.

In case the Railroad Company, within the period of three months after it shall have obtained the consents necessary as aforesaid, shall not have begun or continued the actual construction of each of the new connections, or if, after having begun or continued such construction, it shall suspend the same prior to the completion thereof for a period exceeding three months, or if it shall not complete such construction and begin the operation upon the new connections within the said period of five years, then and in that case, the Board, upon a written notice to be delivered to the Railroad Company, may annul the franchises hereby granted, or any of them, as to any part of the new connections or either of them not then completed and in operation and the same shall thereupon cease and determine. Provided, however, that in case of the annulment of any part of the franchises hereby granted, the parts not so annulled shall continue in full force and effect as herein granted; Provided, further, however, that the Board shall have the power upon reasonable cause shown, to extend by written order any of the periods in this article prescribed; but provided, further, however, that such extension or extensions shall not in all exceed five years. Additional time shall be allowed by way of extension of any period for such commencement or continuance of construction or for the completion thereof, or for the commencement of operation upon the new connections or either of them equal to the total period of delay caused by injunction or by necessary proceedings for condemnation of real estate, easements or other property, so far as such proceedings shall necessarily prevent the Railroad Company from prosecuting such construction, but no delay to be so allowed for unless, during the same, such proceedings shall be diligently prosecuted by or for the Railroad Company. In no case shall such delay be deemed to begin until the Railroad Company shall have given written notice to the Board of the injunction or other occasion of delay and delivered to the Board copies of the injunction or other order or orders causing delay and of such of the papers upon which the same shall have been granted as shall have been served upon the Railroad Company, and unless, upon the request of the Board, the Railroad Company shall in writing consent that the Board, either in its own name as a party or in the name of The City of New York as a party, may intervene in any such injunction proceedings or other suit or proceeding. In the event of annulment of any part of the franchise as provided in this article the Railroad Company shall have no right to any return of payments which it shall have made to the City by way of rental or otherwise.

IV.

The Railroad Company shall pay to the City for the right to construct, maintain and operate the new connections across streets and other public property for the Montauk cut-off two thousand dollars (\$2,000) and for the Glendale cut-off five thousand dollars (\$5,000), such payments to be made within sixty days after it shall have obtained the consents required by Article II. of this certificate and shall pay the following further compensation or rental to wit:

1. For the Montauk cut-off the sum of five hundred dollars (\$500) per annum, the said payments to begin on the date when the Railroad Company shall first commence actual operation of the Montauk cut-off, and to end on the day ten (10) years next thereafter, and one thousand dollars (\$1,000) per annum during the period beginning on the last day of such ten (10) years and ending on the day fifteen (15) years next thereafter, and in case more than two main tracks are constructed an additional payment of two hundred and fifty dollars (\$250) per annum for each such additional main track to begin on the date when the Railroad Company shall first commence actual operation of such additional track or tracks and to end on the day ten (10) years next after the commencement of actual operation of the said cut-off and five hundred dollars (\$500) per annum for each such additional track during the period beginning on the last day of such ten (10) years and ending on the day fifteen (15) years next thereafter.

2. For the Glendale cut-off the sum of one thousand dollars (\$1,000) per annum, the said payments to begin on the date when the Railroad Company shall first commence actual operation of the Glendale cut-off and to end on the day ten (10) years next thereafter, and two thousand dollars (\$2,000) per annum during the period beginning on the last day of such ten (10) years and ending on the day fifteen (15) years next thereafter, and in case more than two main tracks are constructed on the main line an additional payment of five hundred dollars (\$500) per annum for each such additional main track to begin on the date when the Railroad Company shall first commence actual operation of such additional track or tracks and to end on the day ten (10) years next after the commencement of actual operation of the said cut-off, and one thousand dollars (\$1,000) per annum for each such additional track during the period beginning on the last day of such ten (10) years and ending on the day fifteen (15) years next thereafter.

All such payments shall be made to the Comptroller of the City in equal payments at the end of each quarter year on the first days of January, April, July and October in each year.

The annual amounts to be paid by the Railroad Company as aforesaid shall be respectively readjusted at the end of the first period of twenty-five (25) years, and shall thereafter be readjusted at intervals of twenty-five (25) years. The said amounts amounts to be paid by the Railroad Company at the end of each of the said first periods and at the end of each of the successive periods of twenty-five (25) years shall be determined as follows, to wit: Each such determination shall be had upon the application of either the Railroad Company or 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 years and not later than one year before the expiration of the preceding period of twenty-five (25) years. The determination shall be sufficient if agreed to in writing by the Railroad Company and the Board, or such other authority in its place, with the approval of the Board of Estimate and Apportionment and Mayor of the City. If the Railroad Company and the Board, or such other authority in its place for the City, with the approval of said Board of Estimate and Apportionment and Mayor, shall not reach such agreement on or before the day one year before the expiration of such preceding twenty-five (25) years period, then the rate of compensation for such succeeding twenty-five years period shall be reasonable; and either the City (by the Board or such other authority in its place, with such approval of the Board of Estimate and Apportionment and the Mayor) or the Railroad Company shall be bound, upon request of the other, to enter into a written agreement with such other fixing the rate of such compensation at such amount as shall be reasonable; and if the parties shall not forthwith agree upon what is reasonable, then they shall enter into a written agreement fixing such rate at such amount as shall be determined by the Supreme Court of the State of New York in the Second Judicial Department; and either party may in such case apply to the said Court to fix such rate. The determination of the Appellate Division of the Supreme Court, in case an appeal is taken by either party, shall be the decision of the Supreme Court herein intended. If in any case the rate shall not be fixed prior to the commencement of such succeeding twenty-five (25) years period, then the Railroad Company shall pay the rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of the excess of the rate then determined over the previous rate. Nothing herein contained shall be deemed to determine or affect the basis of any such readjustment of amounts to be paid except as herein expressly stated, it being intended that such basis shall,

except as so stated, be completely open to either the City or the Railroad Company whenever any such readjustment is to be made, except that no such readjusted amount shall be less than the greatest corresponding amount specifically provided herein.

The Board shall certify to the Comptroller the dates from which the payments herein provided for shall respectively be computed.

V.

The new connections, wherever the same shall intersect any street, shall be constructed above or below the grade thereof.

In case it shall be necessary to raise or depress the grade of any street so as to pass over or under the new connections or either of them, the maximum grade of such street in approaching the railroad from either side shall not exceed four (4) per centum.

All streets in any way disturbed by the construction of the new connections shall be restored to their original condition at the expense of the Railroad Company. In case of failure on the part of the Railroad Company to restore any such street to its original condition within a reasonable period, The City of New York shall have the right under a resolution of the Board to cause the work to be done after ten (10) days' notice to the Railroad Company, and the Railroad Company shall pay the reasonable cost of such work, including the materials therefor.

Viaducts or bridges over streets shall have a vertical clearance of not less than fourteen (14) feet.

Any superstructure of the new connections crossing a street and having a length of seventy-five (75) feet or less, shall be constructed in a single span. If more than seventy-five (75) feet in length, intermediate columns to support the structure may be placed in the street if and when the same shall be duly approved by the Board and any necessary local authority. All structures across streets shall be floored throughout and shall be water tight. The road bed shall be ballasted within five years from this date throughout its entire length with a sufficient quantity of either blast furnace slag or broken trap rock of a hard and durable quality, and no dirt, sand, gravel or cinders shall be used in such ballast.

All abutments or foundations for bridges or viaducts crossing a street (except intermediate supports for bridges or viaducts as hereinbefore provided), and all stations or abutments or foundations therefor, shall be placed on land of the Railroad Company, except that foundations for such abutments may extend a distance not exceeding one (1) foot within the street lines but below the grade of such street so as not to interfere therewith.

The entire right of way of the Railroad Company, except at stations, shall be fenced throughout. The Railroad Company, shall, at its own expense, light the space beneath all superstructures which it shall erect across streets and the approaches to stations in a manner which shall be satisfactory to the Board of Estimate and Apportionment.

Any necessary alteration which shall be required to the sewerage or drainage system or to any subsurface structures (including pipes, wires and other conduits) laid in the roads, streets or avenues, on account of the construction or operation of the new connections or either of them shall be made at the sole cost of the Railroad Company, and in such manner as the proper City officials may require. Provided, however, that if the Railroad Company shall claim any such requirement to be unreasonable or refuse to conform to the same, then the City or its proper officer or officers may make application to the Supreme Court in the Second Judicial Department for an order or judgment directing the Railroad Company to provide such cost, whereupon the Supreme Court may grant such order or judgment to the extent that such alteration shall be rendered directly necessary by the construction or operation of the new connections or either of them, but not to any extent caused or necessitated by the imperfect or insufficient character or condition of such drainage system or subsurface structures.

The Railroad Company shall in the course of the construction of the new connections and at its own expense, maintain and care for all underground and overground structures (including pipes, wires and other conduits) not on the property of the Railroad Company but which shall be in its route or directly interfered with by such construction; and any such necessary interference with underground or overground structures shall be subject to reasonable regulation by the department, if any, of the government of the City in control or charge thereof.

No structures erected or property owned by the Railroad Company on the new connections as herein described shall be used for advertising purposes in any way under a penalty of fifty dollars (\$50) per day for each offense, to be recovered by The City of New York. Provided, however, that this prohibition shall not apply to the interior of stations or offices or storerooms of the Railroad Company or to time tables or other notices concerning the operation of the railroad.

The Railroad Company shall observe all reasonable regulations which shall be prescribed by any lawful authority tending to prevent the throwing, deposit or dropping of noxious or offensive objects, substances or things from the portion of the new connections or either of them crossing streets or other public property.

The Railroad Company shall make good to the City all damage which shall be done to the property of the City by the construction and operation of the new connections or either of them and shall make good to every owner of property abutting upon the new connections or which shall be injured by the work of construction or by operation thereof, all damage which shall be done to such abutting or injured property through any fault or negligence of the Railroad Company or any successor thereof or of any contractor, sub-contractor or other person in the course of any employment upon the construction or operation of the new connections or any part thereof. The Railroad Company shall save harmless the City of and from all claims made against the City by reason of any act or proceeding of the Railroad Company hereunder.

The cost of all changes caused by the construction of the new connections in the grades of streets now open and in use, including the damages to property owners caused by such changes of grade, shall be paid by the Railroad Company.

The Railroad Company shall keep the structure of the new connections in good order, and where the same crosses public property it shall have such access thereto as may be reasonably necessary in order to maintain and repair the same.

All plans for, and the method of doing, the work, including necessary interference with streets or other public property during construction, and including also the mode of installing telegraph wires and wires, cables, conduits, ducts and ways for the distribution of power, heat or light and other appurtenances of the new connections shall from time to time be subject to the approval of the Board, which shall be given when reasonably requested. All necessary permits for work upon streets or other public property and other departmental permits, so far as any shall be necessary, shall be respectively granted by the President of the Borough of Queens or other officers, as provided by law.

VI.

The motive power to be used upon each of the new connections shall from time to time be such motive power as the Railroad Company shall lawfully use on the portion of its railroad which shall include such new connection.

VII.

The Railroad Company shall itself bear the entire cost of preserving the streets already opened across the route of the new connections from injury or interference with the traffic thereof, or with the lawful public use thereof, by the construction or operation of the new connections under or over the same.

The City shall have the right to open across the said routes any of the streets hereinbefore named which have not already been lawfully opened. The Railroad Company shall convey to the City, free of incumbrance and without charge, all such land lying within the right of way of the new connections as may be required for any of the aforesaid streets, but subject to the right of the Railroad Company without interference to control, maintain and operate its road as herein provided (such right being hereinafter called the Company's easement).

The City shall also have the right to open across the routes of the new connections any new streets whatever, and the Railroad Company shall give its consent to such opening and shall convey to the City, free of encumbrance and without charge, all such land lying within the right of way of the new connections as may be required for such streets (subject only to the Company's easement) whenever the Board of Estimate and Apportionment shall certify that a public necessity exists therefor; provided, however, and it is expressly agreed, that if the Railroad Company shall deny that a public necessity does in fact exist, it may raise an issue as to the existence

of such necessity, either in the City's proceedings to acquire title to such street or in some other proper action or proceeding, and if the Supreme Court shall not decide that such public necessity does exist, then and in every such case the Railroad Company shall not be required to consent to such street opening or to convey, without charge the use of the land required for such street, as above provided. The determination of the Appellate Division of the Supreme Court, in case an appeal is taken by either party, shall be the decision of the Supreme Court herein intended.

In every case in which by this article the Railroad Company shall be required to convey the land lying within its right of way for the purpose of opening the street, the Railroad Company shall also bear and pay the cost of regulating, grading and paving the street so opened within such right of way. The cost of regulating, grading and paving streets within the meaning of this article shall be deemed to include: (a) the cost of actual construction or reconstruction within the limits of the right of way of the new connections, (b) the cost of bridges within the lines of such streets and the abutments thereof and supports therefor, whether such bridges be used to carry the new connections over streets or to carry streets over the new connections, (c) the cost of raising or depressing the grade of any such streets so as to enable them to pass under or over the said routes, and (d) the damages, if any, payable to abutting property owners in consequence of such raising or depressing the grade.

In case any of the streets opened or to be opened as aforesaid, and crossed by the new connections above grade, are widened after the Railroad Company has completed such new connections, and such widening requires the alteration of the superstructure of the railroad, the Railroad Company and the City shall each pay one-half of the cost of such alteration.

Nothing in this article contained shall be construed as restricting or impairing in any manner the power of The City of New York to open any new streets whatever across the routes of the new connections without the consent of the Railroad Company in such manner and by means of such legal proceedings as may from time to time be authorized by the statutes of the State of New York; but in all such cases where the consent of the Railroad Company is not secured as above provided, the Railroad Company shall be entitled to due hearing by any court of competent jurisdiction, and the City shall pay to the Railroad Company all such amounts as may be awarded to it by any such court in any such legal proceedings, and shall pay all other expenses of opening any such new streets last mentioned and the costs of regulating, grading and paving the same, as may be required by law.

VIII.

The new connections shall be diligently and skillfully operated with due regard to the convenience of the traveling public so long as the franchises hereby granted shall be in force.

IX.

These franchises are granted upon the express condition that the Railroad Company within sixty (60) days after the date on which they are accepted by the Railroad Company or such other period as shall be prescribed by the Board, and before anything is done in exercise of the rights conferred hereby, shall file with the Comptroller of the City a bond in the penal sum of five thousand dollars (\$5,000), in a form to be approved by the Board. Such bond shall be executed by the Railroad Company and by a surety or sureties approved by the Board. The Railroad Company may at its option, in lieu of such bond, deposit with the Comptroller the sum of five thousand dollars (\$5,000), either in money or securities approved by the Board. The said bond and the money or securities deposited in lieu thereof, shall be security for the performance by the Railroad Company of all the terms and conditions of the franchise hereby granted, especially those terms and conditions which relate to the annual payments to be made to the City as hereinbefore provided.

The City shall also have a lien upon this franchise and the real property of the Railroad Company upon the routes of the new connections to secure the payment of such annual compensations and for the performance of all the other obligations by the Railroad Company hereunder including the obligation to make good to the City damage in the cases and as prescribed in article V. hereof. In case of any failure to make such payments as herein prescribed, the lien aforesaid may be enforced by the Board or by any authority which shall be authorized to act for the City in place of the Board, either by entry, foreclosure or other proper proceeding and by sale of such franchise and real property.

The Board may, in its own name, or in the name and behalf of the City, bring action for specific performance, or may apply by mandamus or other proper action or legal proceeding, to compel the performance by the Railroad Company of the duties and obligations hereby imposed upon the said Company, or any of them. And the Board may, in behalf or in the name of the City, bring actions or proceedings to recover possession of any part of the property of the City to be used by the Railroad Company for the new connections as aforesaid, where such recovery is necessary to the enforcement hereof or to enforce the said lien of the City, or to enforce any part of this contract in the manner provided by section nine (9) of the Rapid Transit Act, or any other proper action or proceeding.

X.

The grant of this franchise shall not affect in any way the right of the City to grant rights or franchises or to enter into contracts to or with any other person or corporation for constructing or operating and maintaining any railroad or railroads which shall not physically interfere with the structure, maintenance or operation of the new connections as herein authorized.

The Railroad Company will not at any time oppose, but shall at any time, upon the request of the Board of Estimate and Apportionment, consent to the construction of any rapid transit or street railroad otherwise duly authorized over, along, under or across any portion of any of the streets to be occupied by the new connections where such railroads do not physically interfere with the structure, maintenance and operation of the new connections as herein authorized.

XI.

The Board, and all duly authorized representatives of the City, shall have the right at all reasonable times as well during construction as afterwards, to inspect the new connections and any part thereof, and to enter thereon when necessary for the examination, supervision or care of any property of the City or of abutting property owners or for any proper purpose. Nothing in this certificate shall be deemed to diminish or affect the sanitary or police jurisdiction which the public authorities shall lawfully have over property in the City.

XII.

The Railroad Company shall have the right to grant, convey, mortgage, assign or transfer the franchises hereby granted, provided, however, that every grantee, assignee or transferee thereof, not including, however, a mortgagee or mere lienor, but including any purchaser upon foreclosure of or under or by virtue of any provision of any mortgage or lien, shall be a corporation subject to the laws of the State of New York, and shall, upon accepting the grant, assignment or transfer, and before such grant, assignment or transfer shall be valid, assume and agree to perform all of the obligations which by the provisions hereof are assumed by the Railroad Company, and that no such grant, conveyance, assignment or transfer shall relieve the Railroad Company of its obligations hereunder. Such obligations shall be deemed to include all obligations for damages or otherwise and whether such obligations shall have been reduced to judgment or not.

The annual payments hereinbefore provided for shall not be affected by any clause in any statute heretofore or hereafter enacted, or in the charter of any railroad company heretofore or hereafter incorporated, which may provide for like or corresponding rentals or payments for railroad rights or franchises at any different rate; and every such grant, assignment or transfer as aforesaid shall expressly provide that the grantee, assignee or transferee assumes and agrees to pay the amounts hereinbefore provided for and waives any more favorable conditions created by any statute or charter, and agrees that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this grant.

XIII.

If, at any time, the powers of the Board or any other of the authorities or courts herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, court or courts, then and in such case such other board, authority, officer or officers, court or courts, shall have all the powers, rights

and duties herein reserved to or prescribed for the Board or other authorities, officers or officers, court or courts.

XIV.

The word "street," or the plural thereof, wherever used in this certificate, shall be deemed to include all that is included in the words "street," "avenue," "road," "alley," "lane," "highway" and "boulevard," or the plurals thereof, respectively.

The word "notice," wherever used in this certificate, shall be deemed to mean a written notice. Every such notice to be served upon the Railroad Company shall be delivered at such office in The City of New York as shall have been designated by the Railroad 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 Railroad Company at The City of New York. Delivery or mailing of such notice as and when above provided shall be equivalent to direct personal notice, and shall be deemed to have been given at the time of delivery or mailing.

XV.

No modification of any of the terms or conditions of this grant shall be valid unless approved by the Board of Estimate and Apportionment and the Mayor of The City of New York.

In witness whereof this certificate has been executed by the Board of Rapid Transit Railroad Commissioners for The City of New York by and upon the concurrent vote of at least six of the members of the said Board, and is now attested by its seal and by the signature of its President, who is its presiding officer, and by the signature of its Secretary, this 22d day of June, 1907.

BOARD OF RAPID TRANSIT RAILROAD COMMISSIONERS
FOR THE CITY OF NEW YORK,

By A. E. ORR, President.

[SEAL.]

BION L. BURROWS, Secretary.

Approved as to form.

G. L. RIVES.

June 24, 1907.

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

On this 24th day of June, 1907, in The City of New York, in said County, before me personally appeared Alexander E. Orr and Bion L. Burrows, each to me known and known to me to be the said Alexander E. Orr, the president, and the said Bion L. Burrows, the Secretary of the Board of Rapid Transit Railroad Commissioners for The City of New York; and the said Alexander E. Orr and Bion L. Burrows, being by me duly sworn, did depose and say, each for himself and not one for the other, the said Alexander E. Orr, that he resided in the Borough of Brooklyn in the said City, that he was the President of the said Board and that he subscribed his name to the foregoing certificate by virtue of the authority thereof, and the said Bion L. Burrows that he resided in the Borough of Brooklyn in the said City, that he was the Secretary of the said Board and that he subscribed his name thereto by like authority; and both the said Alexander E. Orr and Bion L. Burrows that they knew the seal of the said Board and that the same was affixed to the foregoing certificate by the authority of the said Board and of a resolution duly adopted by the same.

[NOTARIAL SEAL.]

LE ROY T. HARKNESS,
Notary Public, Kings County,
Certificate filed in New York County.

The Long Island Railroad Company hereby accepts the foregoing franchise and all the terms, conditions and requirements thereof.
Dated New York, June 25, 1907.

THE LONG ISLAND RAILROAD COMPANY,
By RALPH PETERS, President.

[SEAL.]

Attest:

FRANK E. HAFF, Secretary.

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

On this 25th day of June, 1907, at The City of New York, before me personally came Ralph Peters and Frank E. Haff, to me known and known to me respectively to be the said Ralph Peters, the president, and the said Frank E. Haff, the secretary of the Long Island Railroad Company, and being by me duly sworn they did depose, each for himself and not one for the other, the said Ralph Peters that he resided at Garden City, in the State of New York, and was the president of the Long Island Railroad Company, the corporation named in and which executed the foregoing consent, and that he subscribed his name to the foregoing consent by the authority of the Board of Directors thereof; and the said Frank E. Haff that he resided in the Borough of Manhattan, City and State of New York; that he was the secretary of the said the Long Island Railroad Company and subscribed his name to the foregoing consent by like authority; and both the said Ralph Peters and Frank E. Haff that they knew the corporate seal of the said the Long Island Railroad Company; that the seal affixed to such consent was such corporate seal, and that the same was affixed to the foregoing consent by authority of the Board of Directors of the said the Long Island Railroad Company and pursuant to a resolution adopted by the said Board.

DOMINIC B. GRIFFIN,
Commissioner of Deeds for New York City,
Residing in Borough of Brooklyn.

—now therefore be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, by a majority vote, according to the number of votes by law pertaining to each member of the Board, hereby approves of the certificate and the franchise and grant therein contained, and consents to the construction and operation of such connections in accordance therewith.

Which was adopted by the following vote:

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

Seaboard Refrigeration Company.

At the meeting of June 28, 1907, a report was received from the Select Committee recommending certain modifications in the contract governing the franchise granted to this company to construct, maintain and operate a pipe line under and along certain streets, avenues and highways in Coney Island, Borough of Brooklyn, for the purpose of supplying refrigeration to consumers along the lines of its mains, and the Chief Engineer was directed to prepare the necessary resolution for adoption by the Board.

The Secretary presented the following:

REPORT No. F-42.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 2, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—On May 10, 1907, the Select Committee to whom had been referred the application of the Seaboard Refrigeration Company for an extension of time until May 1, 1908, in which to comply with certain provisions of its contract of June 22, 1906, reported favorably upon this extension of time, and stated that the company had on May 3, 1907, requested certain other changes in the terms and conditions of the said contract, and that the Committee would subsequently report upon the modifications requested. At the meeting of June 28, the Committee presented its report suggesting certain changes in the contract, which report was adopted by the Board, and the matter

referred to the Chief Engineer to prepare a form of contract embodying the amendments suggested.

In accordance therewith the Engineer in charge of the Division of Franchises has prepared a form of contract, which before adoption by the Board should be referred to the Corporation Counsel for approval as to form. It is also recommended that September 20 be fixed as the date for a public hearing.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

DIVISION OF FRANCHISES, July 2, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—At a meeting of the Board of Estimate and Apportionment held May 10, 1907, the Select Committee, to whom had been referred the application of the Seaboard Refrigeration Company, for an extension of time until May 1, 1908, in which to comply with certain provisions of its contract dated June 22, 1906, reported in favor of said extension of time, and stated that a communication dated May 3, 1907, had been received from said company requesting certain other changes and modifications in the terms and conditions of said contract, and that the Committee would report at a later date upon the request contained in this communication.

The Committee at the meeting of the Board on June 28, 1907, presented a report containing the following recommendations:

First—That "Section 2, Third, clauses 1 and 2" be amended so as to read as follows:

"1. Five hundred dollars (\$500) in cash within thirty (30) days after the signing of the contract.

"2. During the first five years of this contract an annual sum which shall in no case be less than two hundred and fifty dollars (\$250), and which shall be equal to two per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of two hundred and fifty dollars (\$250).

"During the second five years of this contract an annual sum which shall be in no case less than seven hundred and fifty dollars (\$750), and which shall be equal to four per cent. of the gross receipts of the company, if such percentage shall exceed the sum of seven hundred and fifty dollars (\$750).

"During the third and remaining five years of this contract an annual sum which shall in no case be less than twelve hundred dollars (\$1,200), and which shall be equal to five per cent. of the gross receipts of the company, if such percentage shall exceed the sum of twelve hundred dollars (\$1,200).

Second—That "Section 2, Twenty-second," be amended by reducing the amount of security deposit from five thousand dollars to two thousand dollars.

The above changes make the amounts to be paid by the Seaboard Company agree more closely with those charged the Kings County Refrigerating Company for a similar privilege.

Third—That "Section 2, First," be amended by changing the date for the expiration of the original time from fifteen years from the date of the signing of the contract to "fifteen years from May 1, 1908." As this provision would render the terms of the contract inoperative until May 1, 1908, I have changed the amendment so as to read "fifteen years from the date of the signing of this modified contract by the Mayor."

Fourth—That "Section 2, Seventh," be amended by changing the date for the construction and putting in operation of the conduit line, from May 1, 1911, to May 1, 1913.

The report of the Committee was adopted and the matter referred to the Chief Engineer to prepare a form of contract containing the foregoing amendments.

In accordance therewith, I have prepared a form of contract embodying the proposed changes and modifications, and would recommend that September 20 be fixed as the date for a public hearing thereon. Before the contract is adopted by the Board, it should be referred to the Corporation Counsel for approval as to form.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, The City of New York by contract dated June 22, 1906, granted to the Seaboard Refrigeration Company the right to construct, maintain and operate a conduit not to exceed eighteen inches in diameter, with the necessary branches and connections therefrom, for the sole purpose of supplying refrigeration to consumers beneath the surface of certain streets, avenues and highways, particularly set forth in section 1 of said contract, and which contract including all the terms and conditions thereof, was executed by the Seaboard Refrigeration Company on June 22, 1906, and by the Acting Mayor on behalf of The City of New York on July 6, 1906; and

Whereas, The said company in a communication dated May 3, 1907, requested the consent of The City of New York to certain changes and modifications in said terms and conditions; and

Whereas, This Board has made inquiry as to the proposed changes and modifications in the contract of the said company, and has reached the conclusion that such changes and modifications are desirable, and in the public interest; now, therefore, it is

Resolved, That the following form of resolution for the consent to the changes and modifications applied for by the Seaboard Refrigeration Company containing the form of proposed contract for the granting of such consent be hereby introduced and entered in the minutes of this Board, as follows:

Resolved, That the Board of Estimate and Apportionment hereby consents to certain changes, alterations and amendments in the terms and conditions contained in the contract with the Seaboard Refrigeration Company, dated June 22, 1906, such changed, altered or amended terms and conditions being fully set forth and described in the following form of contract for the granting thereof, embodying such terms and conditions as modify and alter said contract dated June 22, 1906, which said contract otherwise remains unchanged as to all the other terms and conditions expressed therein; and be it further

Resolved, 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:

This contract made the day of , 1907, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of the 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 Seaboard Refrigeration Company, a domestic corporation of the State of New York (hereinafter called the Company) party of the second part, witnesseth:

Whereas, The Board did, on June 15, 1906, adopt a resolution authorizing the Mayor to execute, in the name and on behalf of the City, a contract between the Company and the City, granting to the Company the right or franchise to construct, maintain and operate a conduit, with the necessary branches and connections therefrom, for the sole purpose of supplying refrigeration to consumers, under and along certain streets in the Borough of Brooklyn, City of New York, upon certain conditions therein fully set forth; and

Whereas, On the 6th day of July, 1906, the Acting Mayor did execute, in the name and on behalf of The City of New York, a contract granting to the Company such right, which contract was dated the 22d day of June, 1906; and

Whereas, On September 14, 1906; November 9, 1906; April 26, 1907, and May 10, 1907, by resolutions duly adopted by the Board of Estimate and Apportionment, and subsequently approved by the Mayor, the Company was granted various extensions of time up to and including May 1, 1908, in which to comply with the provisions of "Section 2, Third" and "Section 2, Twenty-second" of the aforesaid contract; and

Whereas, The Company, in a communication dated May 3, 1907, requested that the payments provided for in "Section 2, Third" and "Section 2, Twenty-second" of the aforesaid contract be reduced; that the term of the franchise be extended; and that the various dates for the completion of a certain amount of pipe line be extended; and

Whereas, On the day of , 1907, the Board of Estimate and Apportionment adopted a resolution consenting to certain changes and modifications in the aforesaid contract and authorizing the Mayor to execute and deliver an amended contract in accordance therewith, in the name and on behalf of the City, which resolution was approved by the Mayor on the day of , 1907.

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, the parties do hereby covenant and agree as follows:

Section 1. All the terms, provisions and conditions contained in said contract between the City and the Company, dated June 22, 1906, shall remain unchanged and in full force and effect except the modifications hereinafter set forth, as follows:

First—Section 2, First, first paragraph, is hereby amended to read as follows:

"The said franchise, right and privilege to lay one conduit line in each of the streets, avenues or highways, and between the limits as hereinbefore described, and the franchise, right and privilege to maintain and operate the same shall be held and enjoyed by the said Company, its lessees or successors, for a term of fifteen years from the date of the signing of this modified contract by the Mayor, with the privilege of renewal of said grant for a further period of ten years, upon a fair revaluation of said franchise, right and privilege.

Second—Section 2, Third, clauses 1 and 2, is hereby amended to read as follows:

1. Five hundred dollars (\$500) in cash within thirty (30) days after the signing of this contract.

2. During the first five years of this contract an annual sum which shall in no case be less than two hundred and fifty dollars (\$250), and which shall be equal to 2 per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of two hundred and fifty dollars (\$250).

During the second five years of this contract an annual sum which shall be in no case less than seven hundred and fifty dollars (\$750), and which shall be equal to 4 per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of seven hundred and fifty dollars (\$750).

During the third and remaining five years of this contract an annual sum which shall in no case be less than twelve hundred dollars (\$1,200), and which shall be equal to 5 per cent. of the gross receipts of the Company, if such percentage shall exceed the sum of twelve hundred dollars (\$1,200).

Third—Section 2, Seventh, is hereby amended by inserting the date "May 1, 1913" in place of the date "May 1, 1911," therein contained.

Fourth—Section 2, Twenty-second, is hereby amended by substituting the sum of two thousand dollars (\$2,000) for the sum of five thousand dollars (\$5,000), as therein contained.

Sec. 2—The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in the original contract, dated June 22, 1906, fixed and contained, and as modified by this amended contract.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed, and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed, and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

By....., Mayor.

[CORPORATE SEAL.]

Attest:

....., City Clerk.

SEABOARD REFRIGERATION COMPANY,

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, and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, are as specified and fully set forth in the contract dated June 22, 1906, as amended by the foregoing form of proposed contract for the consent of such modifications and alterations.

Resolved, That these preambles and resolutions including such resolution for the consent of The City of New York to the modifications and alterations as applied for by the Seaboard Refrigeration Company, and the said form of proposed contract for the grant of said franchise or right containing said results of such inquiry for the same, shall be entered upon the minutes of said Board, and shall be published for at least twenty days immediately prior to September 20, 1907, in the CITY RECORD, and at least twice during the ten days immediately prior to September 20, 1907, in the and two daily newspapers designated by the Mayor therefor, and published in The City of New York, at the expense of the Seaboard Refrigeration Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the consent of the City to certain modifications and alterations in the terms and conditions of the contract granted to the Seaboard Refrigeration Company June 22, 1906; such modifications and consent being fully set forth and contained in the foregoing form of proposed contract for the granting of such franchise or right, and before adopting any such contract, will, at a meeting of said Board to be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on the 20th day of September, 1907, at 10.30 a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

—and be it further

Resolved, That before the publication of the resolution, form of contract and notice of public hearing thereon, hereinbefore provided for, the said form of contract shall be submitted to the Corporation Counsel for his approval as to form and to incorporate therein such matter as he may deem advisable to fully protect the interests of the City.

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.

Jones Brothers.

By resolution adopted by the Board May 10, 1907, and approved by the Mayor May 14, 1907, the firm of Jones Brothers was granted permission to construct, maintain and use a four-inch pipe to convey electric wires under Water street, connecting premises known as Nos. 176 and 190 Water street, Borough of Brooklyn.

The Secretary presented the following:

REPORT No. F-39.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
June 29, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—On May 10, 1907, the Board adopted a resolution granting permission to Jones Brothers to construct and maintain a four-inch pipe under Water street, near Jay street, in the Borough of Brooklyn. This resolution was approved by the Mayor on June 14. The consent given by the Board provided that it should not become operative unless within thirty days after its approval by the Mayor the grantees should execute an instrument agreeing to abide by all the conditions and requirements of the consent, and file the same with the Board of Estimate and Apportionment.

I beg to report that this certificate of acceptance was not filed within the thirty days prescribed, and that the consent did not, therefore, become operative. The attention of the grantees was called to the necessity of furnishing a certificate of acceptance, and they replied by telephone that they would not accept the consent because they had found, after investigation, that for the small amount of electric current which it was proposed to use, the project did not seem to them advantageous.

I beg, therefore, to recommend that the Board rescind its resolution of May 10, 1907. Such resolution of rescission is herewith submitted.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, No. 277 BROADWAY,
June 25, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—By resolution duly adopted by the Board of Estimate and Apportionment on May 10, 1907, and approved by the Mayor on May 14, 1907, the firm of Jones Brothers was granted permission to construct, maintain and use a four-inch pipe to convey electric wires under Water street in the vicinity of Jay street, Borough of Brooklyn, under certain terms and conditions.

Section 15 of this consent provided in part as follows:

"15. This consent shall not become operative until said grantee shall duly execute an instrument in writing, wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms and conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor."

A communication was addressed to Jones Brothers on June 6, 1907, calling their attention to this provision, and requesting to be informed as to their intentions in the matter, but no reply was received.

Thereafter, on June 12, 1907, in a conversation over the telephone, their representative stated that the firm of Jones Brothers would not accept the consent, because after thorough investigation it had been found that in view of the small amount of electric current used, the project did not present any economic advantage to the firm.

The certificate of acceptance as required by section 15 of the consent quoted above was not filed with the Board prior to June 14, and, in consequence, the consent never became operative. I would recommend that the said consent be rescinded by the Board of Estimate and Apportionment, in accordance with its usual custom, and I submit herewith a form of resolution to that effect.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, By resolution duly adopted by the Board of Estimate and Apportionment on May 10, 1907, and approved by the Mayor May 14, 1907, the firm of Jones Brothers was granted permission to construct, maintain and use a four-inch pipe to convey electric wires under Water street, in the vicinity of Jay street, in the Borough of Brooklyn, between the buildings of the said firm of Jones Brothers, under certain conditions named therein; and

Whereas, Section 15 of the consent provided in part as follows:

"15. This consent shall not become operative until said grantee shall duly execute an instrument in writing, wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor;"

—and

Whereas, The said firm of Jones Brothers has failed to comply with the provision hereinabove quoted; now therefore be it

Resolved, That the resolution adopted by this Board on May 10, 1907, and approved by the Mayor on May 14, 1907, granting such permission to the firm of Jones Brothers be and it hereby is rescinded.

Which was adopted by the following vote:

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

Milliken Brothers (Inc.), Receivers For.

The Secretary presented the following:

MILLIKEN BROTHERS (INC.),
No. 11 BROADWAY,
NEW YORK, June 25, 1907.

Mr. HARRY P. NICHOLS, Engineer in Charge, Board of Estimate and Apportionment of The City of New York, No. 277 Broadway, New York City:

DEAR SIR—We beg to acknowledge receipt of your valued favor of June 21, No. 563, addressed to Milliken Brothers and referring to railroad track crossing on Western avenue, Borough of Richmond, City of New York.

In answer to your letter before us we beg to advise you that your representative who called at our plant on June 20 was evidently misinformed as to the necessity for the use of this track crossing after July 13 next; on the contrary, we desire and do hereby formally make application to the Board for a renewal of this privilege, and we should be very much obliged to you if the Board will take this matter up before they adjourn on July 8, and advise us on what terms and conditions this franchise will be issued to us as receivers of Milliken Brothers (Inc.).

Very truly yours,

AUGUST HECKSCHER,

WILLIAM L. WARD,

J. VAN VECHTEN OLCOTT,

Receivers for Milliken Brothers (Inc.).

By FOSTER MILLIKEN, Assistant.

MILLIKEN BROTHERS (INC.),
No. 11 BROADWAY,
NEW YORK, June 26, 1907.

Mr. HARRY P. NICHOLS, Engineer in Charge, Board of Estimate and Apportionment of The City of New York, No. 277 Broadway, New York City:

DEAR SIR—Please refer to our letter of June 25, in relation to railroad track crossing on Western avenue, Borough of Richmond, City of New York. We find in writing this letter that we omitted to state that we would like a renewal of this franchise for a period of one year from date of the present expiration. The reason for this is that the work of building the plant of the Procter & Gamble Company has not yet been completed, and we understand that they have some extensions to this plant that have not yet been started.

We sincerely trust that this application will be acted on favorably by your Board.

Very truly yours,

AUGUST HECKSCHER,

WILLIAM L. WARD,

J. VAN VECHTEN OLCOTT,

Receivers for Milliken Brothers (Inc.).

By FOSTER MILLIKEN, Assistant.

REPORT No. F-41.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 1, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—On July 6, 1906, the Board of Estimate and Apportionment granted permission for the construction of a railroad track by which material could be transported from the plant of Milliken Brothers to the site of the Procter & Gamble factory building, now being erected in the Borough of Richmond. The consent was for one year. Messrs. Milliken Brothers, through the receivers recently appointed for the corporation, have asked that this consent be extended for one year. The borough authorities have been consulted and say that they see no reason why this request should not be granted, and it is recommended that permission to maintain this track be granted during the pleasure of the Board of Estimate and Apportionment, the permit

being revocable upon sixty days' notice in writing, and in no case to extend beyond the term of one year from July 13, 1907, the expiration of the present consent.

It is recommended that the sum of \$200, deposited with the Comptroller, be continued as security, and that compensation for the maintenance of this track be fixed at the rate of \$100 per annum, commencing July 13, 1907. A resolution to that effect is herewith submitted, together with the report of the Engineer in charge of the Division of Franchises.

Respectfully,
NELSON P. LEWIS, Chief Engineer.

DIVISION OF FRANCHISES, June 29, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—Under date of June 25, 1907, Milliken Brothers, Inc., through August Heckscher, William L. Ward and J. VanVechten Olcott, receivers, at present in charge of the corporation, has presented a petition to the Board of Estimate and Apportionment requesting a renewal of the permission heretofore granted to it by the Board to construct, maintain and operate a temporary single standard gauge railroad track across Western avenue, about 1,040 feet southerly from the Shore road, or Richmond terrace, in the Borough of Richmond, and which permission expires July 13, 1907.

The permission under which the railroad track is now maintained and operated was granted by a resolution adopted by the Board on July 6, 1906, and approved by the Acting Mayor on July 13, 1906. The consent was for the term of one year, within which time the grantee expected to complete the construction of factory buildings for the Procter & Gamble Company, and it was made a condition of the consent that the track was to be used for the purpose of transporting building material from the plant of Milliken Brothers to the site of the said factory buildings, and for no other purpose.

In a supplemental communication, dated June 26, 1907, the applicant states that the renewal is requested for the term of one year, in order to permit of the completion of the plant of the Procter & Gamble Company and the construction of certain additions thereto.

A copy of the communication was forwarded to the President of the Borough of Richmond, with a request that an examination be made, with a view to ascertaining if there were any objections to the continued existence of the said track for another year, or any particular conditions which should be imposed in this case, other than those employed in the form of consent heretofore adopted by the Board.

In a reply dated June 27, 1907, the Borough President says that he can see no reason to object to the granting of the requested privilege for an additional term of one year under the same terms as those named in the original grant.

I have no objection to offer to the project, and would suggest that permission be granted only during the pleasure of the Board of Estimate and Apportionment, or its successors in authority, and revocable upon sixty days' notice in writing, but in no case to extend beyond a term of one year from July 13, 1907, the time stated in the supplementary application, and that the sum of two hundred dollars (\$200) heretofore deposited with the Comptroller under the terms of the existing consent be continued as a security deposit for the continued performance of the terms and conditions of the consent.

In accordance with the schedule adopted by the Board of Estimate and Apportionment, fixing the minimum charge for such privilege, the compensation for the maintenance and operation of the track should be fixed at the sum of one hundred dollars (\$100) per annum, and such compensation should commence upon July 13, 1907, the date of expiration of the existing consent.

I transmit herewith a resolution for adoption containing the customary provisions.

Respectfully,
HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, The Board of Estimate and Apportionment, by resolution adopted on July 6, 1906, and duly approved by the Acting Mayor on July 13, 1906, granted to Milliken Brothers, Inc., permission to construct, maintain and operate a single standard gauge railroad track across Western avenue, about 1,040 feet southerly from the Shore road or Richmond terrace, in the Borough of Richmond, City of New York, for the purpose of connecting the tracks on the property of the Procter & Gamble Company and the tracks on the property of the said Milliken Brothers, Inc., which properties adjoin each other; the said track to be used for the transportation of building material from the dock of said Milliken Brothers, Inc., to the site of the buildings to be erected for the Procter & Gamble Company on the westerly side of said Western avenue, and for no other purpose; and

Whereas, It now appears that the construction of the said factory buildings of the Procter & Gamble Company has not yet been completed, and also that the said Procter & Gamble Company desires to have erected certain extensions to their plant; and

Whereas, The said Milliken Brothers, Inc., has addressed a petition dated June 25, 1907, to the Board of Estimate and Apportionment requesting a renewal of the railroad track privilege granted by the resolution adopted by the Board July 6, 1906, as hereinabove stated, for the purpose of transporting material for the completion of the construction of said factory buildings for the Procter & Gamble Company, and for the construction of some additional buildings for the Procter & Gamble Company; now therefore be it

Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to Milliken Brothers, Inc., a manufacturing corporation organized under the laws of the State of New York, to maintain and operate a single standard gauge railroad track across Western avenue, about 1,040 feet southerly from the Shore road, or Richmond terrace, in the Borough of Richmond, City of New York, for the purpose of connecting the tracks on the property of the Procter & Gamble Company and the tracks on the property of said Milliken Brothers, Inc., which properties adjoin each other, the said track to be used for the transportation of building material from the dock of said Milliken Brothers, Inc., to the site of the buildings to be erected for the Procter & Gamble Company, on the westerly side of said Western avenue, and for no other purpose.

The location of said temporary railroad track is shown upon a map or plan entitled:

"Plan showing proposed grade crossing across Western avenue, Borough of Richmond, S. I., for Milliken Brothers, Inc., during construction of the buildings for the Procter & Gamble Company, in accordance with the accompanying application of the 25th day of June, 1906, to the Board of Estimate and Apportionment," signed by Foster Milliken, president,

—a copy of which map or plan is hereto attached and made a part hereof.

This consent hereby given is subject to the following terms and conditions:

1. Said consent shall take effect on July 13, 1907, and shall continue only during the pleasure of the Board of Estimate and Apportionment, or its successors in authority, and shall be revocable upon sixty (60) days' notice in writing to said grantee, its successors or assigns, but in no case shall said consent extend beyond a term of one year from July 13, 1907, and thereupon all rights of the said Milliken Brothers, Inc., in and upon Western avenue, by reason of this consent, shall cease and determine.

2. The said Milliken Brothers, Inc., its successors or assigns, shall pay into the treasury of The City of New York the sum of one hundred dollars (\$100) for the term of one year. The compensation herein reserved shall commence upon July 13, 1907, and the above sum shall be paid into the treasury of The City of New York within thirty days thereafter. Such compensation shall not be considered in any

manner in the nature of a tax, but shall be 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 of New York or by any law of the State of New York.

3. Upon the revocation or termination by limitation of this consent the said grantee, its successors or assigns, shall, at its own cost, cause the railroad tracks to be removed and all that portion of Western avenue affected by this permission to be restored to its proper and original condition, if required so to do by The City of New York, or its duly authorized representatives. If the railroad track to be maintained by said grantee under this permit shall not be required to be removed, it is agreed that the said track shall become the property of The City of New York.

4. The consent hereby given is for the exclusive use of said grantee and shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title, interest or property therein pass to or vest in any other person or corporation whatsoever, either by the acts of the said grantee, its successors or assigns, or by operation of law, without the consent in writing of The City of New York, acting by its Board of Estimate and Apportionment, or its successors in authority.

5. The said grantee shall pay the entire cost of:

- (a) The construction and the maintenance of the railroad track.
- (b) The protection of all surface and subsurface structures which shall in any way be disturbed by the construction of the railroad track.
- (c) All changes in sewer or other subsurface structures made necessary by the construction of the railroad track, including the laying or relaying of pipes, conduits, sewers or other structures.
- (d) The replacing or restoring the pavement in said street which may be disturbed during the construction of said railroad track.
- (e) Each and every item of the increased cost of any future substructure caused by the presence of said railroad track under this consent.
- (f) The inspection of all work during the construction or removal of the railroad track, as herein provided, which may be required by the President of the Borough of Richmond and the Commissioner of Water Supply, Gas and Electricity.

6. The said railroad crossing for its entire length between the lines of Western avenue shall be maintained and operated subject to the supervision, control and inspection of all the authorities of The City of New York, who shall have jurisdiction in such matters under the Charter of The City of New York.

7. The said railroad may be operated by locomotive steam power or by any other motive power which may be approved by the authorities of The City of New York, excepting horse power.

The number of cars to be included in any train operated upon the railroad shall be limited to five, and the speed of the engines and cars shall never exceed six miles per hour. No car or engine shall be permitted to remain stationary within the limits of said Western avenue at any time. Free and uninterrupted access to and passage over said Western avenue by the public shall be maintained at all times.

8. The said grantee shall, when moving trains over said crossing at Western avenue, station flagmen for the proper protection of the public.

9. The grantee, its successors or assigns, shall at all times keep the street along the track and for a distance of 2 feet on either side thereof free and clear from ice and snow.

10. The grantee, its successors and assigns, shall keep in permanent repair the portion of the surface of the street along its track and 2 feet on either side thereof under the supervision of the proper local authorities, and whenever required by them to do so and in such manner as they may prescribe. And the City shall have the right to change the material or character of the pavement of the street, and in that event the grantee, its successors or assigns, shall be bound to replace such pavement in the manner directed by the proper authorities, at its own expense, and the provision as to repairs herein contained shall apply to such renewed or altered pavement.

11. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in or to Western avenue.

12. Said grantee, its successors or assigns, shall be liable for all damages to persons or property, including the street and subsurface structures therein, by reason of the construction, operation or maintenance of said railroad track, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of this consent.

13. This consent is granted on the further and express condition that all laws or ordinances now in force or which may hereafter be adopted shall be strictly complied with.

14. This consent is upon the express condition that the said grantee, within thirty (30) days after its approval by the Mayor and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of The City of New York the sum of two hundred dollars (\$200), either in money or securities to be approved by him, which fund shall be security for the faithful performance of the terms and conditions of this consent, especially those which relate to the repairs of the street pavement.

In case of default in the performance by said grantee of any of such terms and conditions The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice in writing, and shall collect the reasonable cost thereof from the said fund without legal proceedings.

In case of any drafts so made upon the security fund the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of two hundred dollars (\$200), and in default of the payment thereof the consent hereby given may be canceled and annulled at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceedings or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

15. This consent shall not become operative until said grantee shall duly execute an instrument in writing wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment within thirty (30) days after the approval of this consent by the Mayor.

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

Which was adopted by the following vote:

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

New York and Richmond Gas Company.

In the matter of the application of the New York and Richmond Gas Company for a franchise to construct, maintain and operate conductors and necessary appliances for transporting gas under and along the streets, avenues and highways of the Fifth Ward, Borough of Richmond, to public and private consumers.

The Secretary presented the following:

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, No. 277 BROADWAY,
July 2, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—At a public hearing held on June 7, in the matter of the application of the New York and Richmond Gas Company for a franchise to lay its mains in the Fifth Ward of the Borough of Richmond, counsel for the company appeared in favor of the granting of the same and submitted a brief in opposition to the provisions contained in the proposed form of contract granting such privilege. The matter was then referred to the Chief Engineer by the Board, with directions that he report back to the Board on June 21. On June 21 the matter was laid over until July 8.

Conferences were had with representatives of the company on Wednesday, June 19, and Monday, June 24, and at the last conference Mr. M. L. Ryan, counsel for the company, stated that he would submit a memorandum of provisions that the company desired inserted in the proposed contract in place of certain provisions contained therein, but has not as yet transmitted the same.

As this division will not be able to report on the objections raised by the company until the submission of such memorandum by counsel for the company, I would suggest that the Board lay this matter over until the first meeting in the fall, when a report can be made on the same.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The matter was thereupon laid over until the meeting of September 20.

"Brooklyn Daily Eagle."

In the matter of the application of the "Brooklyn Daily Eagle" for permission to construct, maintain and use a bridge over and across Flood's alley, Borough of Brooklyn, as a passageway for employees of the petitioner between the buildings owned by the petitioner on both sides of said street.

The application was presented at the meeting of June 7, 1907, and is printed in full in the minutes of that date.

The Secretary presented the following:

REPORT No. F-46.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 3, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—Under date of May 28, 1907, the "Brooklyn Daily Eagle" has presented to the Board of Estimate and Apportionment a petition for the right to construct a bridge 6 feet 2 inches wide and about 12 feet above the street surface, across Flood's alley, between Johnson street and Myrtle avenue, in the Borough of Brooklyn, connecting the mezzanine floor of its main building on the westerly side of Flood's alley with the second floor of its annex building on the easterly side of Flood's alley.

It is proposed to use the bridge as a passageway between the two buildings for the convenience of employees. The company owns the land of the alleyway extending from Johnson street to Myrtle avenue and it has been in use as a thoroughfare for many years. The President of the Borough of Brooklyn and the Fire Commissioner have been consulted. The conditions suggested by the Fire Commissioner have been incorporated in the resolution accompanying the report of the Engineer in charge of the Division of Franchises, which is herewith transmitted. The Consulting Engineer to the President of the Borough of Brooklyn has suggested that the clear headroom be increased to a minimum of 14 feet over the roadway, but the Company states that this is impossible, and that if the change suggested is insisted upon, the project will have to be abandoned. The President of the Borough has been advised of the reply of the Company, and has been requested to present any further report at the meeting of July 8, when the matter will be considered by the Board. The company further states that it has been found possible to increase the clearance to twelve feet five inches, and requests favorable action upon the plan as amended.

In case the amended plan is satisfactory to the President of the Borough of Brooklyn, there has been prepared a resolution in the usual form granting the permission requested and stating terms and conditions of the consent.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

DIVISION OF FRANCHISES, July 3, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—The "Brooklyn Daily Eagle," a corporation, under date of May 28, 1907, has presented a petition to the Board of Estimate and Apportionment for the right to construct a bridge 6 feet 2 inches wide and about 12 feet above the street surface, across Flood's alley, between Johnson street and Myrtle avenue, in the Borough of Brooklyn, connecting the mezzanine floor of its main building on the westerly side of Flood's alley with the second floor of its annex building on the easterly side of said alley.

The application is accompanied by a plan entitled:

"Plan showing location of proposed bridge to be constructed in Flood's alley, borough of Brooklyn, to accompany application of 'Brooklyn Daily Eagle' to the Board of Estimate and Apportionment, City of New York, dated May 28, 1907."

—and signed by "Brooklyn Daily Eagle," by H. F. Gunnison, business manager.

The petition recites that the proposed bridge is to be used simply as a passageway between the two buildings for the convenience of employees. The further statement is made that the "Brooklyn Daily Eagle" owns the land of the alleyway extending from Johnson street to Myrtle avenue, and while the alley has never been turned over to the City, it has been used as a thoroughfare for many years.

Communications were addressed to the President of the Borough of Brooklyn and to the Fire Commissioner, inclosing copies of the application and plan, and requesting that an examination be made by the various bureaus having jurisdiction, with a view to ascertaining if there were any objections to the project, or any special conditions which should be incorporated in the form of consent used for similar privileges.

A reply received from the Fire Department quotes a report of the Chief of Department, wherein it is stated that there are no objections to the construction and maintenance of the proposed bridge provided the same is made fireproof in all respects. This condition has been incorporated in the form of resolution granting consent, herewith submitted for adoption.

Replying under date of June 28, 1907, the Borough President incloses a report from the Consulting Engineer to which are attached reports from the Bureau of Highways and the Bureau of Buildings. In this report it is recommended that the clear headroom be increased to a minimum of 14 feet over the roadway, and the applicant was informed of this recommendation, and requested to alter the plans in accordance therewith.

Thereafter a communication dated July 2, was received from the architect in charge of this matter for the applicant wherein it is stated that it is impossible to increase the clearance to 14 feet as requested, and if this change be insisted upon, the project will have to be abandoned. He adds, however, that it has been found possible to alter the plans and increase the clearance to 12 feet 5 inches, and requests favorable consideration of the plans so altered.

The President of the Borough of Brooklyn has been advised of the reply from the architect, and has been requested to present any further report at the meeting of the Board on July 8, when this matter comes up for consideration.

In case the amended plan be satisfactory to the President of the Borough of Brooklyn, I have prepared a resolution in the usual form for adoption.

I would recommend that permission be granted during the pleasure of the Board of Estimate and Apportionment, but in no case to extend beyond ten years from the date of approval by the Mayor, and revocable upon sixty (60) days' notice in writing, and that it be made a condition of the consent that a security deposit of five hundred dollars (\$500) be required, said deposit to be in the form of either money or securities to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

It has also been made a condition of the consent that the bridge be completely constructed within six (6) months after the date of approval by the Mayor.

On the basis of compensation heretofore used by the Board in similar cases, I would recommend that the annual charge be fixed at one hundred dollars (\$100) per annum, for the first term of five years, and one hundred and fifty dollars (\$150) per annum for the second term of five years.

I transmit herewith the usual form of resolution for adoption by the Board.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, The "Brooklyn Daily Eagle" has presented an application dated May 28, 1907, to the Board of Estimate and Apportionment for its consent to the construction, maintenance and use of an overhead foot bridge across Flood's alley, between Johnson street and Myrtle avenue, in the Borough of Brooklyn; said bridge to connect the buildings of the corporation on opposite sides of said Flood's alley, and to be used solely by employees as a passageway between said buildings; now therefore be it

Resolved, That the consent of the corporation of The City of New York be and the same is hereby given to the "Brooklyn Daily Eagle," the owner of certain properties on the easterly and westerly sides of Flood's alley, between Johnson street and Myrtle avenue, all in the Borough of Brooklyn, City of New York, to construct, maintain and use a foot bridge across said Flood's alley, connecting the said properties as shown on the plan accompanying the application and entitled:

"Plan showing location of proposed bridge to be constructed in Flood's alley, Borough of Brooklyn, to accompany application of 'Brooklyn Daily Eagle,' to the Board of Estimate and Apportionment, City of New York, dated May 28, 1907,"

—and signed "Brooklyn Daily Eagle," by H. F. Gunnison, business manager, a copy of which is annexed hereto, and made a part hereof, on the following terms and conditions:

1. Said consent shall continue only during the pleasure of the Board of Estimate and Apportionment, or its successors in authority, and shall be revocable upon sixty (60) days' notice in writing to said grantee, its successors or assigns, but in no case shall it extend beyond a term of ten (10) years from the date of approval by the Mayor, and thereupon all rights of the said "Brooklyn Daily Eagle" in and over said Flood's alley by virtue of this consent shall cease and determine.

2. The said "Brooklyn Daily Eagle," its successors or assigns, shall pay into the treasury of The City of New York as compensation for the privilege hereby granted during the first term of five years the annual sum of one hundred dollars (\$100), and during the second term of five years the annual sum of one hundred and fifty dollars (\$150). Such payments shall be made in advance on November 1 of each year, provided, however, that the amount of the first payment to be made within thirty (30) days after the approval of this consent by the Mayor shall be only that proportion of one hundred dollars (\$100) as the time between the approval of this consent by the Mayor and November 1 following bears to a whole year. Such compensation shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the removal of the said grantee from either one or both of the buildings connected by the bridge or upon revocation or termination of this consent, the said grantee, its successors or assigns shall, at its own cost, cause the bridge and all its appurtenances to be removed from the limits of the street if required so to do by The City of New York through its duly authorized representatives. If the bridge constructed by the said grantee under this consent shall not be required to be removed, it is agreed that the said bridge shall become the property of The City of New York.

4. The consent hereby given is for the exclusive use of the grantee and shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein pass to or vest in any person or corporation whatsoever, either by the acts of said grantee, its successors or assigns, or by operation of law, without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment, or its successors in authority.

5. The said grantee shall pay the entire cost of—

- (a) The construction and maintenance of the bridge;
- (b) The protection of all surface and subsurface construction in Flood's alley which may be disturbed by the construction of the bridge;
- (c) The replacing or restoring of the pavement in said street, which may be disturbed during the construction of said bridge;
- (d) Each and every item of the increased cost of any future structure caused by the presence of said bridge under this consent;
- (e) The inspection of all work during the construction or removal of the bridge which may be required by any department of The City of New York having jurisdiction over such construction.

6. It is made a particular condition of this consent that the said bridge shall be constructed of fireproof material throughout.

Before the construction shall be begun the grantee shall obtain permits to do the work from the President of the Borough of Brooklyn, and the said grantee shall perform all the duties which may be imposed as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to such official working plans, which shall include and show in detail the method of construction of said bridge and the mode of protection or change in all structures required by the construction of said bridge.

7. The grantee, its successors or assigns shall allow to The City of New York a right-of-way under or over any part of the bridge constructed under the consent hereby granted for any and all structures which are now or may be hereafter placed by The City of New York in that portion of the above-named street occupied by said bridge.

8. Said bridge shall be constructed, maintained and used subject to the supervision and control of the proper authorities of The City of New York, and said bridge shall be open at all times to the inspection of all the authorities who have jurisdiction in such matters under the Charter of The City of New York.

9. Said bridge shall be used by the said grantee as a means of communication and as a passageway between the aforementioned buildings, and for no other purpose.

whatsoever, and no materials of any kind, character or description shall be allowed to remain standing thereon.

10. The grant of this privilege is given subject to whatever right, title or interest the owners of the abutting property or any other person or persons may have in and to the streets where the bridge is to be constructed, and the said grantee shall be liable for all damages to persons or property, including the street, by reason of the construction or maintenance of said bridge, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of this consent.

11. This consent is granted on the further and express condition that all laws or ordinances now in force, or which may hereafter be adopted, shall be strictly complied with.

12. The said grantee, its successors or assigns, shall commence the construction of said bridge under this consent and complete the same within six months from the date of the approval of this resolution by the Mayor; otherwise this consent shall be forfeited forthwith and without any proceeding, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment for a period not exceeding three months.

13. This consent is upon the express condition that within thirty (30) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, the said grantee shall deposit with the Comptroller of The City of New York the sum of five hundred dollars (\$500), either in money or in securities to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge.

In case of default in the payment of the annual charge The City of New York shall collect the same with interest from such fund after ten (10) days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of five hundred dollars (\$500), and in default of the payment thereof the consent hereby given may be canceled and annulled at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceedings or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

14. Said grantee shall give notice to the President of the Borough of Brooklyn in writing of its intention to begin construction of the work hereby authorized at least forty-eight (48) hours before such construction commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced, and also the date on which the same is completed.

15. This consent shall not become operative until said grantee shall duly execute an instrument in writing wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor.

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

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.

Subsequently the President of the Borough of Brooklyn moved that the vote by which this resolution was adopted be reconsidered.

Which motion was lost by the following vote:

Affirmative—The President of the Borough of Brooklyn—2.

Negative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, The Bronx, Queens and Richmond—14.

New York Steam Company.

The Secretary presented the following:

THE NEW YORK STEAM COMPANY,
NEW YORK, July 1, 1907.

Honorable Board of Estimate and Apportionment, Room 801, No. 277 Broadway, New York City:

GENTLEMEN—Permission is respectfully requested for this company to construct a tunnel crossing East Fifty-ninth street at a point 115 feet east of the easterly line of Avenue A, or Sutton place. The said tunnel to be located at the dock level; to be through solid rock, with the roof about 33 feet below the street grade, and 10 feet by 10 feet in cross section. The tunnel is to be used for laying steam pipes through and for general purposes as a passageway for employees and for transferring materials, etc. The tunnel is to connect the present steam plant of this company with an addition to be built on the south side of Fifty-ninth street and directly opposite the present plant, this company owning in fee both properties. The area occupied by the present plant is 22,000 square feet, while that of the addition is 7,500 square feet. The details are shown more particularly on the accompanying tracing and prints. The necessity for the addition to our plant with the connecting tunnel is due to the increasing demands of the public for street steam.

All of which is respectfully submitted.

Very truly yours,

THE NEW YORK STEAM COMPANY,
CHAS. C. UPHAM, Vice-President.

REPORT No. F-45.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 3, 1907.

Hon. GEORGE B. MCCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—Under date of July 1, 1907, the New York Steam Company has presented to the Board of Estimate and Apportionment a petition to maintain and operate a tunnel under and across East Fifty-ninth street, east of the easterly line of Sutton place, or Avenue A, in the Borough of Manhattan, to connect the present plant of the company on the northerly side of the street with an addition to be built directly opposite, on the southerly side. It is proposed to use the tunnel for the carrying of steam pipes running between the company's buildings and for a passageway for employees, and also for the transportation of materials, etc.

The President of the Borough of Manhattan and the Commissioner of Water Supply have been consulted, and they state that there are no objections to the proposed tunnel. The Engineer in charge of the Division of Franchises has prepared a report and form of resolution for adoption by the Board containing the customary provisions.

These are herewith transmitted, and it is recommended that, should the Board approve of the terms and conditions named, the consent asked for be granted.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

DIVISION OF FRANCHISES, July 3, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—The New York Steam Company, under date of July 1, 1907, has presented a petition to the Board of Estimate and Apportionment for permission to construct, maintain and operate a tunnel under and across East Fifty-ninth street, about 115 feet east of the easterly line of Avenue A, or Sutton place, in the Borough of Manhattan, to connect the present steam plant of the company on the northerly side of East Fifty-ninth street with an addition to be constructed directly opposite and on the southerly side of said street.

The proposed tunnel is to be 10 feet wide and 10 feet high, outside dimensions, with its roof 33 feet below the surface of the street, and it is to be used to contain steam pipes running between the said buildings and for general purposes as a passageway for employees, and for the transportation of materials.

Copies of the application and plan were sent to the President of the Borough of Manhattan and to the Commissioner of Water Supply, Gas and Electricity, with a request that the project be examined by the respective bureaus having jurisdiction, with a view to ascertaining if there were any objections or any special conditions which should be incorporated in the form of consent used for similar privileges.

Replies have been received from these officials stating that there are no objections to the proposed tunnel, and that the terms and conditions contained in the form of resolution heretofore used by the Board would amply protect the City's interest in this case.

I can see no good reason why the requested permission should not be given and would recommend that consent be granted during the pleasure of the Board of Estimate and Apportionment, but in no case to extend beyond twenty-five years from the date of approval by the Mayor, and revocable upon sixty (60) days' notice in writing, and that it be made a condition of the consent that a security deposit of the sum of one thousand dollars (\$1,000) be required; said deposit to be in the form of either money or securities to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

The total area of plan of the proposed tunnel between the building lines is 600 square feet. On the basis of compensation heretofore adopted by the Board in similar cases, viz., 8 per cent. of the assessed valuation of the plan area of the tunnel per annum, the charge for this privilege would be two hundred dollars (\$200) per annum for the first term of five years, which, with a 5 per cent. increase for each succeeding term of five years would make the succeeding charge as follows:

During the second five years the annual sum of \$210.

During the third five years the annual sum of \$220.

During the fourth five years the annual sum of \$230.

During the fifth five years the annual sum of \$240.

This compensation should commence on the date of the approval of the consent by the Mayor.

I transmit herewith a form of resolution for adoption by the Board, containing the customary provisions.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, The New York Steam Company has presented an application dated July 1, 1907, to the Board of Estimate and Apportionment of The City of New York for its consent to the construction, maintenance and use of a tunnel under and across East Fifty-ninth street, about 115 feet east of the easterly line of Avenue A, or Sutton place, in the Borough of Manhattan, the said tunnel to connect the building of the company on the northerly side of East Fifty-ninth street with a building to be erected by the company on the southerly side of said street, and to be used to contain steam pipes running between the said buildings and as a passageway for employees and for the transportation of materials; now therefore be it

Resolved, That the consent of the corporation of The City of New York be and the same is hereby given to the New York Steam Company, a corporation, and the owner of certain properties on both sides of East Fifty-ninth street, between Avenue A, or Sutton place, and the East river, in the Borough of Manhattan, City of New York, to construct, maintain and use a tunnel under and across said East Fifty-ninth street, about 115 feet east of the easterly line of Avenue A, or Sutton place, connecting the said properties; the said tunnel to be used to contain steam pipes running between the said buildings and as a passageway for employees and materials and for no other purpose, all as shown on the plan accompanying the application and entitled:

"Plan showing location of proposed tunnel to be constructed in East Fifty-ninth street, Borough of Manhattan, to accompany application of the New York Steam Company to the Board of Estimate and Apportionment, City of New York, June 25, 1907."

—and signed by Charles C. Upham, vice-president, a copy of which is annexed hereto and made a part hereof, upon the following terms and conditions:

1. Said consent shall continue only during the pleasure of the Board of Estimate and Apportionment, or its successors in authority, and shall be revocable upon sixty (60) days' notice in writing to the said grantee, its successors or assigns, but in no case shall it extend beyond a term of twenty-five years from the date of the approval of this consent by the Mayor, and thereupon all rights of the said New York Steam Company, in or under said East Fifty-ninth street, by virtue of this consent, shall cease and determine.

2. The said New York Steam Company, its successors or assigns, shall pay into the treasury of The City of New York as compensation for the privilege hereby granted during the first term of five years the annual sum of two hundred dollars (\$200); during the second term of five years the annual sum of two hundred and ten dollars (\$210); during the third term of five years the annual sum of two hundred and twenty dollars (\$220); during the fourth term of five years the annual sum of two hundred and thirty dollars (\$230), and during the fifth term of five years the annual sum of two hundred and forty dollars (\$240). Such payments shall be made in advance on November 1 of each year, provided, however, that the first payment shall be made within thirty (30) days of the approval of this consent by the Mayor, and shall be only that proportion of two hundred dollars (\$200) as the time between the approval of this consent by the Mayor and November 1 following bears to the whole year. Such payments shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York or by any law of the State of New York.

3. Upon the removal of the said grantee from either one or both of the buildings to be connected by the tunnel, or upon the revocation or termination by limitation of this consent, the said grantee, its successors or assigns, shall, at its own cost, cause the tunnel to be removed and all that portion of East Fifty-ninth street affected by this permission to be restored to its proper and original condition, if required so to do by The City of New York or its duly authorized representatives. If the tunnel to be constructed by the said grantee under this consent shall not be required to be removed, it is agreed that the said tunnel shall become the property of The City of New York.

4. The consent hereby given is for the exclusive use of the grantee, and shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title thereto or right, interest or property therein pass to or vest in any other person, firm or corporation whatsoever, either by the acts of the said grantee, its successors or assigns, or by operation of law without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment or its successors in authority.

5. The said grantee shall pay the entire cost of:

- (a) The construction and the maintenance of the tunnel.
- (b) The protection of all surface and subsurface structures which shall in any way be disturbed by the construction of the tunnel.
- (c) All changes in sewers or other subsurface structures made necessary by the construction of the tunnel, including the laying or relaying of pipes, conduits, sewers or other structures.
- (d) The replacing or restoring the pavement in said street which may be disturbed during the construction of said tunnel.
- (e) Each and every item of the increased cost of any future substructure caused by the presence of said tunnel under this consent.
- (f) The inspection of all work during the construction or removal of the tunnel, as herein provided, which may be required by the President of the Borough of Manhattan and the Commissioner of Water Supply, Gas and Electricity.

6. Before the construction shall be begun the grantee shall obtain permits to do the work from the President of the Borough of Manhattan and from the Commissioner of Water Supply, Gas and Electricity. The grantee shall perform all the duties which may be imposed upon the grantee by these officials as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to these officials working plans which shall include and show in detail the method of construction of such tunnel and the mode of protection or changes in all subsurface structures required by the construction of the tunnel.

7. The grantee, its successors or assigns, shall allow to The City of New York a right of way through, under or above any part of the tunnel constructed under the consent hereby granted for any and all subsurface structures which are now or may be hereafter placed by The City of New York in that portion of East Fifty-ninth street occupied by said tunnel.

8. The said tunnel and any pipes and conduits laid therein shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of The City of New York. The said tunnel shall be open at all times to the inspection of all the authorities who have jurisdiction in such matters under the Charter of The City of New York.

9. This consent is subject to whatever right, title or interest the owners of abutting property or others may have in and to East Fifty-ninth street.

10. Said grantee shall be liable for all damages to persons or property, including the street and subsurface structures therein, by reason of the construction and operation or maintenance of said tunnel, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of the consent.

11. This consent is granted on the further and express condition that all laws or ordinances now in force, or which may hereafter be adopted, shall be strictly complied with.

12. Said grantee, its successors or assigns, shall commence the construction of said tunnel under this consent and complete the same within twelve months from the date of the approval of this consent by the Mayor; otherwise this consent shall be forfeited forthwith, and without any proceeding, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment for a period not exceeding six months.

13. This consent is upon the express condition that the said grantee, within thirty days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of The City of New York the sum of one thousand dollars (\$1,000), either in money or in securities to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge and the repairs of the street pavement. In case of default in the performance by said grantee of any such terms and conditions, The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten days' notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or in case of default in the payment of the annual charges, shall collect the same with interest from such fund, after ten days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund the said grantee shall, upon thirty days' notice in writing pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of one thousand dollars (\$1,000), and in default of the payment thereof the consent hereby given may be canceled and annulled at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceedings or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

14. Said grantee shall give notice to the President of the Borough of Manhattan and the Commissioner of Water Supply, Gas and Electricity in writing of its intention to begin construction of the work hereby authorized at least forty-eight hours before such construction commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced, and also the date on which the same is completed.

15. This consent shall not become operative until said grantee shall duly execute an instrument in writing, wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty days after the approval of this consent by the Mayor.

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

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.

Central Railroad Company of New Jersey.

In the matter of the application of the Central Railroad Company of New Jersey for permission to construct, maintain and use an overhead foot bridge over West street, between Broad and Cedar streets, Borough of Manhattan, to connect properties owned on both sides of said street by the petitioner, and to be used for the accommodation of the public in seeking access to and egress from its ferry boats.

The petition was presented to the Board at its meeting of June 21, 1907, and is printed in full in the minutes of that date.

The Secretary presented the following:

REPORT NO. F-43.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
July 2, 1907.

Hon. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

SIR—At the meeting of June 21, 1907, the Central Railroad Company of New Jersey, presented a petition for permission to construct, maintain and operate a foot bridge across West street, between Liberty and Cedar streets, in the Borough of Manhattan, to connect the property of the petitioner on the easterly side of West street with its new ferry house, to be constructed on the Hudson river water front.

This matter has been carefully investigated by the Division of Franchises of this office and the report of the Engineer in Charge of that division, together with form of resolution for adoption by the Board containing the customary provisions, is transmitted herewith, and it is recommended that the petition be granted in accordance therewith.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

DIVISION OF FRANCHISES, July 2, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—At the meeting of the Board of Estimate and Apportionment held June 21, 1907, the Central Railroad Company of New Jersey, presented a petition for permission to construct, maintain and operate a foot bridge about 17 feet wide and 16 feet above the roadway over and across West street, between Liberty street and Cedar street, in the Borough of Manhattan, to connect the property of the petitioner on the easterly side of West street with its new ferry house to be constructed on the Hudson river water front.

The petition is accompanied by a plan entitled:

"Plan showing location of proposed overhead foot bridge to be constructed in West street, Borough of Manhattan, to accompany application of the C. R. R. Co. of N. J., to the Board of Estimate and Apportionment, City of New York, dated June 18, 1907,"

—and signed by W. G. Besler, vice-president and general manager of the company.

The petition recites that the applicant company is the owner of the properties to be connected, and that the proposed bridge is desired for the purpose of affording its large number of patrons a more convenient means of access to or egress from the company's ferry boats, and incidentally relieving the congestion of traffic at the Liberty street crossing of West street.

The railroad company further represents in the petition that the real estate and ferry house must first be adapted to the accommodation of the proposed bridge, and, therefore, the bridge can hardly be completed in less than twelve or fifteen months.

Copies of the application and accompanying plan were sent to the President of the Borough of Manhattan and to the Fire Commissioner with a request that an examination be made by the respective bureaus having jurisdiction, with a view to ascertaining if there were any objections to the project or any special conditions which should be incorporated in the form of consent heretofore used for similar privileges.

The Commissioner of Public Works, replying under date of July 1, 1907, to the communication addressed to the Borough President, states that the Chief Engineer of Highways can see no reason why permission should not be granted.

A reply received from the Fire Department quotes a report of the Chief of Department wherein it is stated that there are no objections to the construction and maintenance of the proposed bridge provided the same is made fireproof in all respects. This condition has been incorporated in the form of resolution granting consent, herewith submitted for adoption.

As that portion of the proposed bridge from the westerly line of West street to the new ferry house will be under the jurisdiction of the Department of Docks and Ferries when the marginal street is opened, a communication was addressed to the Commissioner of Docks and Ferries calling attention to the fact that the consent of the Board of Estimate and Apportionment for the portion of the bridge over West street would be of little avail unless permission would hereafter be granted by his department for the portion of the bridge under its jurisdiction, and requesting to be informed if, in his opinion, there were any objections to the project.

Under date of June 24, 1907, the Commissioner of Docks and Ferries addressed the Secretary of the Board of Estimate and Apportionment, inclosing a copy of the plan of the proposed bridge approved by him on June 24, 1907.

I would therefore recommend that the requested permission be granted during the pleasure of the Board of Estimate and Apportionment, and the consent to take effect on July 1, 1908, the approximate date of the commencement of the construction of the bridge, but in no case to extend beyond ten years from that date and revocable upon sixty (60) days' notice in writing, and that it be made a condition of the consent that a security deposit of the sum of three thousand dollars (\$3,000) be required, said deposit to be in the form of either money or securities to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

In order to give ample time for construction, and allow for any unavoidable delay, it is also recommended that January 1, 1909, be fixed as the limit of time allowed for the complete construction of the bridge.

The total area of plan of the proposed bridge over West street is 1190 square feet. On the basis of compensation heretofore adopted by the Board in a similar case, viz., 8 per cent of the assessed valuation of the plan area of the structure per annum, the charge for this privilege would be two thousand eight hundred and fifty dollars (\$2,850) per annum for the first term of five years, which, with a 5 per cent. increase, would make the charge for the second term of five years three thousand dollars (\$3,000) per annum. This compensation should commence on July 1, 1908, the date upon which the consent is to take effect.

I transmit herewith a form of resolution for adoption by the Board containing the customary provisions.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, The Central Railroad Company of New Jersey has presented an application dated June 18, 1907, to the Board of Estimate and Apportionment for its consent to the construction, maintenance and use of an overhead foot bridge across West street, between Liberty street and Cedar street, in the Borough of Manhattan; said bridge to connect the property of the company on the easterly side of said West street with the new ferry house of the company to be constructed on the Hudson river waterfront, and to be used as a passageway between said buildings; now therefore be it

Resolved, That the consent of the corporation of The City of New York be and the same is hereby given to the Central Railroad Company of New Jersey, the owner of certain property on the easterly side of West street, between Liberty street and Cedar street, and also the owner of a ferry house to be constructed on the Hudson river water front, immediately opposite said first mentioned property, all in the Borough of Manhattan, City of New York, to construct maintain and use a foot bridge across said West street connecting the said properties as shown on the plan accompanying the application, and entitled:

"Plan showing location of proposed overhead foot bridge to be constructed in West street, Borough of Manhattan, to accompany application of the Central Railroad Company of New Jersey to the Board of Estimate and Apportionment of The City of New York, dated June 18, 1907."

—and signed by W. G. Besler, vice-president and general manager of the company, a copy of which is annexed hereto, and made a part hereof, on the following terms and conditions:

1. Said consent shall take effect on July 1, 1908, and shall continue only during the pleasure of the Board of Estimate and Apportionment, or its successors in authority, and shall be revocable upon sixty (60) days' notice in writing to said grantee, its successors or assigns, but in no case shall it extend beyond a term of ten (10) years from July 1, 1908, and thereupon all rights of the said Central Railroad Company of New Jersey in and over said West street by virtue of this consent shall cease and determine.

2. The said Central Railroad Company of New Jersey, its successors and assigns shall pay into the treasury of The City of New York as compensation for the privilege hereby granted, during the first term of five years, the annual sum of two thousand eight hundred and fifty dollars (\$2,850), and during the second term of five years the annual sum of three thousand dollars (\$3,000). Such payments shall be made in advance on November 1 of each year, provided, however, that the amount of the first payment to be made on November 1, 1907, shall be only that proportion of two thousand eight hundred and fifty dollars (\$2,850) as the time between July 1, 1908, and November 1, 1908, bears to the whole year; such compensation shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the removal of the said grantee from either one or both of the buildings connected by the bridge, or upon revocation or termination of this consent, the said grantee, its successors or assigns shall, at its own cost, cause the bridge and all its appurtenances to be removed from the limits of the street, if required so to do by The City of New York, through its duly authorized representatives. If the bridge constructed by the said grantee under this consent shall not be required to be removed, it is agreed that the said bridge shall become the property of The City of New York.

4. The consent hereby given is for the exclusive use of the grantee and shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein, pass to or vest in any person or corporation whatsoever, either by the acts of said grantee, its successors or assigns, or by operation of law, without the consent in writing of The City of New York, acting by the Board of Estimate and Apportionment, or its successors in authority.

5. The said grantee shall pay the entire cost of:

- (a) The construction and maintenance of the bridge;
- (b) The protection of all surface and subsurface construction in West street which may be disturbed by the construction of the bridge;
- (c) The replacing or restoring of the pavement in said street, which may be disturbed during the construction of said bridge;
- (d) Each and every item of the increased cost of any future structure caused by the presence of said bridge under this consent;
- (e) The inspection of all work during the construction or removal of the bridge, which may be required by any department of The City of New York, having jurisdiction over such construction.

6. It is made a particular condition of this consent that the said bridge shall be constructed of fireproof material throughout.

Before the construction shall be begun, the grantee shall obtain permits to do the work from the President of the Borough of Manhattan, and the said grantee shall perform all the duties which may be imposed as conditions of such permits, provided such conditions are not inconsistent with the provisions of this consent. The grantee shall submit to such official working plans, which shall include and show in detail the method of construction of said bridge, and the mode of protection or changes in all structures required by the construction of said bridge.

7. The grantee, its successors or assigns, shall allow to The City of New York a right of way under or over any part of the bridge constructed under the consent hereby granted, for any and all structures which are now or may be hereafter placed by The City of New York in that portion of the above named street occupied by said bridge.

8. Said bridge shall be constructed, maintained and used subject to the supervision and control of the proper authorities of The City of New York, and said bridge shall be open at all times to the inspection of all the authorities who have jurisdiction in such matters under the Charter of The City of New York.

9. Said bridge shall be for the use of pedestrians only, and as a means of communication between the aforementioned buildings, and for no other purpose, and no stand or stall for the sale of newspapers or other commodities, or signs, advertising bills or placards of any description, or material of any kind, character or description shall be allowed either upon the inside or the outside of the said bridge where the same extends over property now in the possession of, or which may be hereafter acquired by The City of New York.

10. The grant of this privilege is given subject to whatever right, title or interest the owners of the abutting property or any other person or persons may have in and to the streets where the bridge is to be constructed, and the said grantee shall be liable for all damage to persons or property, including the street, by reason of the construction or maintenance of said bridge, and it is a condition of this consent that The City of New York assumes no liability to either person or property on account of this consent.

11. This consent is granted on the further and express condition that all laws or ordinances now in force, or which may hereafter be adopted, shall be strictly complied with.

12. The said grantee, its successors or assigns, shall commence the construction of said bridge under this consent and complete the same on or before January 1, 1909; otherwise this consent shall be forfeited forthwith and without any proceeding, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment for a period not exceeding six months beyond the date specified.

13. This consent is upon the express condition that within thirty (30) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, the said grantee shall deposit with the Comptroller of The City of New York the sum of three thousand dollars (\$3,000), either in money or in securities to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge.

In case of default in the payment of the annual charge, The City of New York shall collect the same, with interest, from such fund after ten (10) days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund, the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of three thousand dollars (\$3,000), and in default of the payment thereof the consent hereby given may be canceled and annulled, at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceedings or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

14. Said grantee shall give notice to the President of the Borough of Manhattan in writing of its intention to begin construction of the work hereby authorized at least forty-eight (48) hours before such construction commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced, and also the date on which the same is completed.

15. This consent shall not become operative until said grantee shall duly execute an instrument in writing, wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty (30) days after the approval of this consent by the Mayor.

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

The Chair stated he was in receipt of a communication from the company, requesting that the matter be laid over until October 4, 1907.

There being no objection, this course was pursued.

Nassau Electric Railroad Company.

In the matter of the application of the Nassau Electric Railroad Company for a franchise to construct, maintain and operate four extensions to its existing street surface railway in the Borough of Brooklyn.

The Secretary presented the following:

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,
July 2, 1907.

MR. NELSON P. LEWIS, Chief Engineer:

SIR—The Nassau Electric Railroad Company (hereinafter referred to as the Nassau Company), under date of October 11, 1906, presented a petition to the Board of Estimate and Apportionment for the right to construct, maintain and operate four extensions to its existing street surface railway system in the Borough of Brooklyn. The petition was presented to the Board, October 16, 1906, and was referred on that date to the Bureau of Franchises for investigation and suggestions. November 23, 1906, was the date set for a preliminary public hearing.

The extensions applied for are briefly described as follows:

(A) From the intersection of Atlantic avenue and Alabama avenue, and there connecting with the existing tracks of the Nassau Company in Alabama avenue, thence along Alabama avenue to Livonia avenue, and along Livonia avenue from Vesta avenue to New Lots road, where it is proposed to connect at New Lots road with tracks which are to be constructed pursuant to a franchise claimed by the Nassau Company.

(B) From the intersection of Liberty avenue and Forbell avenue, and there connecting with the existing tracks of the Atlantic Avenue Railroad Company, since merged with the Nassau Company on January 26, 1899, thence along Forbell avenue to Spring Creek. It is proposed to connect this extension at Sutter avenue with tracks to be constructed pursuant to a franchise claimed by the Nassau Company on Sutter avenue.

(C) From the intersection of Thirty-ninth street and Eighth avenue, and there connecting with the existing tracks in Thirty-ninth street of the former Coney Island, Fort Hamilton and Brooklyn Railroad Company, merged with the Nassau Company on August 1, 1898, thence along Eighth avenue to Seventh avenue, thence along Seventh avenue to Seventy-ninth street, thence along Seventy-ninth street to Stillwell avenue, and there connect with tracks at Stillwell avenue to be constructed pursuant to a franchise claimed by the Coney Island and Gravesend Railway Company.

(D) From the intersection of Thirteenth avenue and Thirty-ninth street and there connecting with the existing tracks in Thirty-ninth street of the former Kings County Electric Railroad Company, now merged with the Nassau Company; thence along Thirteenth avenue to Bay Ridge avenue, there to connect with the existing tracks of the Brooklyn City Railroad Company in Bay Ridge avenue.

The public hearing was held on November 23, 1906. There appeared in opposition to granting the franchise a representative of the South Side Subway Association, and St. Gabriel's Roman Catholic Church, and several individuals. A representative of the company appeared in favor of granting the franchise.

At the close of the public hearing, the matter was referred to a Select Committee, consisting of the Comptroller, President of the Board of Aldermen, and the President of the Borough of Manhattan, "to determine whether or not a franchise should be granted."

Pending the report of the Select Committee, the application was examined by the Bureau of Franchises. The application states that it is the intention of the company to build a railway from the intersection of New Lots road and Livonia avenue; thence along New Lots road to Berriman street; thence along Berriman street to Sutter avenue; thence on Sutter avenue to Forbell avenue. This railway is to connect with Extension "A" at the intersection of New Lots road and Livonia avenue, and to connect with Extension "B" at the intersection of Sutter avenue and Forbell avenue.

The company claims the right to construct and operate a railway on this route by reason of the possession of a franchise given to the Kings County Electric Railroad Company by resolution adopted June 19, 1903, by the Common Council of the old City of Brooklyn, and which company was merged with the Nassau Company August 1, 1898. A portion of the route described in this resolution is identical with the route above described upon which the company states that it intends to build a railway.

The petition also states that it is the intention of the company to connect Extension "C" with a railway to be constructed by the Coney Island and Gravesend Railway Company on Stillwell avenue. The franchise claimed on Stillwell avenue was granted to the Coney Island and Gravesend Railway Company by the Commissioners of Highways of the town of Gravesend on August 29, 1893, and by the Town Board of the town of Gravesend on August 31, 1893. The entire capital stock of this company is owned by the Nassau Company, and the franchise upon Stillwell avenue is therefore in the control of the Nassau Company, but the road is operated separately.

The right to construct these railways is of considerable importance if the franchises or extensions applied for are granted, for the reason that they are necessary in addition to those for which authority is now asked to make continuous routes.

In view of the fact that the franchises for these routes were granted in 1892 and 1893, and that section 5 of the Railroad Law has been held by previous court decisions to apply to street surface railways, and to be self-executing, it was thought that these franchises might not be valid.

Section 5 of the Railroad Law, provides as follows:

"If any domestic corporation shall not within five years after its certificate of incorporation is filed, begin construction of its road and expend thereon ten per cent. of the amount of its capital, or shall not finish its road or put it in operation within ten years from the time of filing such certificate, its corporate existence and powers shall cease."

Accordingly a communication from the Bureau of Franchises relative to these facts was presented to the Board on January 4, 1907, and was referred to the Corporation Counsel for his opinion as to the validity of these franchises.

Under date of February 9, 1907, the Corporation Counsel replied thereto, and states that the Kings County Electric Railroad Company was merged with the Nassau Electric Railroad Company by certificate filed in the office of the Secretary of State on August 1, 1898; that he is informed by the attorneys for the Nassau Company that all of the route laid down in the certificate of incorporation of that company has been constructed, with the exception of the route on New Lots avenue, Berriman street and Sutter avenue, and of three blocks on Second avenue and three blocks on Thirty-sixth street.

In regard to the Coney Island and Gravesend Railway Company, he assumes that the route of such railway as specified in its certificate of incorporation, and of the consent of the local authorities, was not confined to Stillwell avenue, but that the company was organized to operate on other streets as well, and has built railways thereon; that Stillwell avenue is the only street on which no work of construction was done. He therefore concludes as both companies apparently commenced the construction of their railroads and expended ten per cent. of their capital within five years, that the provisions of section 5 of the Railroad Law, which requires the expenditure of ten per cent. of the amount of its capital within five years, need not therefore be considered.

In regard to the provisions of section 5 of the Railroad Law, which requires the completion of the road and the commencement of operation within ten years from the date on which its certificate is filed, he states that in view of a recent decision upon a case, the facts of which seem analogous to those in the cases in question, it is his opinion "that the said franchises granted to the Kings County Electric Railway Company and the Coney Island and Gravesend Railroad Company over the streets in question, are still valid and existing, although subject to forfeiture by judicial proceedings to be instituted by the Attorney-General."

Upon further examination of the application of the Nassau Company, it was found that portions of each one of the extensions applied for were laid out upon streets which have not been legally opened, and in some cases where the streets are not even physically opened.

The portions of the extensions on which it has been impossible to find any record as to the opening of the streets, are as follows:

Extension A—Alabama avenue, from Pitkin avenue to Atlantic avenue; Livonia avenue, from New Lots road to Snediker avenue.

Extension B—Forbell avenue, from Liberty avenue to Spring creek (entire extension).

Extension C—Eighth avenue, from former city line to Fiftieth street; Seventy-ninth street, from Eighteenth avenue to Stillwell avenue.

Extension D—Thirteenth avenue, from Thirty-ninth street to Sixty-ninth street (entire extension).

The question arose as to whether or not the City had power to grant franchises to street surface railways upon streets which have not been legally opened. Accordingly these facts were also presented to the Corporation Counsel in the communication of January 7, 1907.

In reply thereto, after referring to the provisions of the Constitution and the Greater New York Charter in regard to the rights of the local authorities in granting of consents for the construction of street railways, concludes:

"In my opinion there is nothing in either of the above provisions authorizing the granting of the consent of the City to a street or highway not actually in existence."

In a later communication from the Corporation Counsel, dated May 31, 1907, he states that since writing the opinion on February 9, 1907, a decision has been handed down in the case of the People ex rel. Westminster Heights Company against Bird S. Coler, in which a contrary doctrine is recognized. It was held in that case that where street railway companies had received franchises from the local authorities upon streets not legally opened, that the five years in which to spend ten per cent. of the capital as provided in section 5 of the Railroad Law does not begin to run until the street has been legally opened.

The Corporation Counsel points out the danger to the interest of the City in this decision, and states that the decision is contrary to former opinions furnished by his Department, and adopted as a policy of the City for a great many years. He has directed that an appeal be taken, and states that

"Any action taken by the Board of Estimate and Apportionment claiming jurisdiction over unopened streets, and of granting of franchises thereto, might seriously prejudice the rights of the City on the said appeal. * * *

"I therefore advise you that under existing circumstances no franchises should be granted for undedicated streets, and I further am of the opinion that it would be wise at this time to refrain from granting such rights to streets not legally opened, despite the existence of a physical right of way over such streets. On the determination of the pending appeal, I will advise you further on this point."

In view of the opinion of the Corporation Counsel, it would seem unwise to take any action upon the application until the case of the People ex rel. Westminster Heights Company vs. Bird S. Coler is decided in the higher courts. The matters discussed are very important to the City, and a final determination of the same should guide the City in its future policy in granting franchises.

There are, no doubt, many cases where franchises have heretofore been granted on unopened streets in the Borough of Brooklyn. In fact, the railways which the Nassau Company has stated in its application that it intends to construct, are upon streets, some of which have never been legally opened. The Corporation Counsel in rendering his opinion of February 9, 1907, apparently did not take this into account, but based his opinion upon section 5 of the Railroad Law only. It would seem, therefore, that if, on appeal, the decision of the lower court in the Westminster Heights case is reversed, the franchises on Stillwell avenue and upon New Lots road, Berriman street and Sutter avenue may be void, those being the streets which have never been legally opened, although franchises are claimed thereon by the Nassau Company.

As soon as a decision is rendered in the above case, I will prepare a further report for the Board.

Respectfully,
HARRY P. NICHOLS, Engineer in Charge.

The matter was thereupon laid over.

New York City Interborough Railway Company.

A communication, dated June 24, 1907, was received from the Mayor's office returning, duly approved by the Mayor, resolution adopted by the Board June 21, 1907, granting a franchise to the New York City Interborough Railway Company to make certain alterations and changes in its route, and also granting an extension of time in which to construct 24 miles of double track railway.

Which was ordered filed.

Hudson and Manhattan Railroad Company and Bush Terminal Railroad Company.

A communication, dated June 26, 1907, was received from the Mayor's office, returning, duly approved by the Mayor, resolutions as follows:

(a) Granting permission to the Hudson and Manhattan Railroad Company to construct, maintain and use a bridge over and across Dey street, Borough of Manhattan;

(b) Amending resolution of November 23, 1906, extending the date upon which the penalty for the use of steam locomotives by the Bush Terminal Railroad Company becomes effective to June 1, 1909.

Which was ordered filed.

Nassau Electric Railroad Company.

A communication, dated June 29, 1907, was received from the Mayor's office, returning, duly approved by the Mayor, resolution adopted by the Board June 28, 1907, granting a franchise to the Nassau Electric Railroad Company to construct, maintain and operate a street surface railroad on Livingston and other streets in the Borough of Brooklyn.

Which was ordered filed.

New York and Port Chester Railroad Company.

In the matter of the application of the New York and Port Chester Railroad Company for the right to make certain modifications and alterations in its route in the Borough of The Bronx.

At the meeting of June 28, 1907, an order to show cause and temporary injunction were served upon the Board restraining it from taking action on the application, and the matter was laid over.

The Secretary presented the following:

CITY OF NEW YORK, LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, July 5, 1907.

Board of Estimate and Apportionment:

SIRS—I received the following communication, dated June 21, 1907, from the office of the Mayor:

"The Mayor directs me to transmit to you the inclosed copy of order to show cause in the matter of Robert E. Robinson, plaintiff, against the New York, Westchester and Boston Railway Company, etc., which was this day served upon him."

The said order to show cause provided:

"It is ordered that until the hearing and determination of this motion, the defendants, George B. McClellan, Mayor of The City of New York; Herman A. Metz, Comptroller of The City of New York; Patrick F. McGowan, President of the Board of Aldermen of The City of New York; John F. Ahearn, President of the Borough of Manhattan; Bird S. Coler, President of the Borough of Brooklyn; Louis F. Haffen, President of the Borough of The Bronx; Joseph Bermel, President of the Borough of Queens, and George Cromwell, President of the Borough of Richmond, as members of and composing the Board of Estimate and Apportionment, be and they hereby are restrained and enjoined from granting an application of the New York and Port Chester Railroad Company that its route in The City of New York be so altered as to coincide with the route of the New York, Westchester and Boston Railway Company, as described in the franchise granted to said company by ordinance of the Board of Aldermen of The City of New York, approved August 2, 1904, or with any part of such route; and that the defendant, New York, Westchester and Boston Railway Company, its directors, officers and agents, be and they hereby are forbidden until the hearing and determination of this motion, to consent, or to contract or agree in any manner to consent, to the said change of route hereinbefore forbidden, or to assign or convey, or to contract to assign or convey, unto said New York and Port Chester Railroad Company the right to use the said route of the New York, Westchester and Boston Railway Company or any of the property, real or personal, contracts or choses in action of the said New York, Westchester and Boston Railway Company.

"It is further ordered that the defendants show cause at Special Term, Part I. of this Court, to be held in and for the County of New York, on June 25, 1907, at 10.30 a. m., or as soon thereafter as counsel can be heard, why the foregoing injunction should not be continued until the final determination of this action; and why the plaintiff should not have such other relief as may be equitable."

The said application to continue the injunction until the final determination of the above action was argued on July 3, 1907, and I appeared for the Board of Estimate and Apportionment. In open court Judge Dayton construed the above order, as appears from the "Law Journal" of July 5, 1907, as follows:

"I construe the injunction order as not preventing the Board of Estimate and Apportionment from conducting the advertisement for a change of route of the Port Chester Railroad Company, and so notify said Board."

I, therefore, advise your Honorable Board that you are free to proceed with the advertising required by the provisions of the Greater New York Charter in the matter of the pending application of the New York and Port Chester Railroad Company for a change of route.

Respectfully yours,

WILLIAM B. ELLISON, Corporation Counsel.

The following was offered:

Whereas, The City of New York, by contract dated May 31, 1906, granted to the New York and Port Chester Railroad Company the right to cross certain streets and highways and to construct, maintain and operate a railroad upon certain routes particularly set forth in section 1 of said contract, and which contract, including all the terms and conditions thereof, was executed by the Railroad Company on May 31, 1906, and by the Mayor, on behalf of The City of New York, on June 11, 1906; and

Whereas, The said company has petitioned the Board of Estimate and Apportionment, under date of April 4, 1907, for the consent of The City of New York to certain modifications and alterations in said routes, as is fully set forth in said petition; and

Whereas, In pursuance to such laws, this Board adopted a resolution on May 10, 1907, fixing the date for public hearing thereon as May 24, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least two (2) days in the "New York Times" and the "New York Tribune," 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 was continued to June 7, 1907, and was concluded on said date; and

Whereas, This Board has made inquiry as to the proposed modifications and alterations in the said routes of said company, and has reached the conclusion that such modifications and alterations are desirable and in the public interest; now therefore it is

Resolved, That the following form of resolution for the consent or right applied for by the New York and Port Chester Railroad Company, containing the form of proposed contract for the grant of such right, be hereby introduced and entered in the minutes of this Board, as follows:

Resolved, That the Board of Estimate and Apportionment hereby consents to certain changes, alterations and amendments in the route of the New York and Port Chester Railroad Company as granted by contract dated May 31, 1906, and the right to cross certain streets, avenues, highways and public places, and to construct, maintain and operate a railroad in, upon and across the streets, avenues, highways and public places on such amended route of said railroad; such changed, altered or amended route being fully set forth and described in the following form of proposed contract for the granting thereof, embodying such terms and conditions as modify or alter said contract dated May 31, 1906, which said contract otherwise remains unchanged as to all the other terms and conditions expressed therein; and be it further

Resolved, 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 FOR ALTERATION OF ROUTE.

This contract, made the _____ day of _____, 1907, 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 New York and Port Chester Railroad Company, a domestic railroad corporation organized for the purpose of building, maintaining and operating a railroad from a point near the intersection of One Hundred and Thirty-second street and Willis avenue, in the Borough of The Bronx, and running thence easterly and northeasterly to the boundary line between the States of New York and Connecticut (hereinafter called the Port Chester Company, and Millbrook Company, a domestic corporation organized for the purpose of building railroads, tunnels, subways, etc. leasing or selling property, acquiring stocks, etc., parties of the second part, witnesseth

Whereas, The Board did, on May 18, 1906, adopt a resolution authorizing the Mayor to execute, in the name and on behalf of the City, a contract between the Por

Chester Company and the City, granting to the Port Chester Company the right or franchise to construct, maintain and operate a railroad across certain streets either above or below the grade thereof, in the Borough of The Bronx; and

Whereas, On the 11th day of June, 1906, the Mayor did execute, in the name and on behalf of The City of New York, a contract granting to the Port Chester Company the right to build said railroad, which contract was dated the 31st day of May, 1906; and

Whereas, In and by said contract the consent of the City was granted to the Port Chester Company for the construction, maintenance and operation of the said railroad across certain enumerated streets, avenues or highways either above or below the grade thereof, within said City, upon certain conditions therein fully set forth; and

Whereas, On the second day of April, 1907, the Board of Directors of said Port Chester Company, at a meeting of said Board duly held on said date, and by a vote of two-thirds of all the directors of said Company, passed a resolution altering and amending the route of the said Company and changing the southern terminal thereof from a point at or near the intersection of One Hundred and Thirty-second street and Willis avenue to a point where Alexander avenue extended intersects the north bank of the Harlem river, and which alterations and amendments and change of terminal are shown upon a certain map, dated April 2, 1907, entitled:

"Survey, Map and Profile of the New York and Port Chester Railroad Company for New York County, New York, Section one, Section two and Section three,"

—and signed by the Chief Engineer, President, Secretary and nine directors; which map was filed in the office of the County Clerk of New York County on April 4, 1907; and

Whereas, The said Port Chester Company has applied to the Board, as the local authority of The City of New York, by a verified petition, dated April 4, 1907, for the consent of such local authority for such change, alterations and amendments to the route of said railroad and for the right to construct, maintain and operate a railroad in, upon and across the streets, avenues, highways and public places on said amended route, and for the modification of the said contract in accordance therewith; and

Whereas, Portions of such altered or amended route are identical with the route of the New York, Westchester and Boston Railway Company, authorized by a franchise granted to it by an ordinance of the Board of Aldermen, approved by the Mayor on the 2d day of August, 1904, and amended by a resolution of the Board of Estimate and Apportionment, approved by the Mayor on the 21st day of July, 1906; and

Whereas, On the day of , 1907, the New York, Westchester and Boston Railway Company and the Port Chester Company entered into a contract in which it was agreed that the railroad upon so much of the said altered or amended route of the Port Chester Company as is common with the route of the New York, Westchester and Boston Railway Company shall be constructed by the Port Chester Company, each of the said companies to have equal rights to operate over and upon such portions of said railroad as are coincident; and

Whereas, Millbrook Company owns at least two-thirds of the issued capital stock of the New York, Westchester and Boston Railway Company, and all of the issued capital stock of the Port Chester Company; and

Whereas, On the day of , 1907, the Board, as the local authority of The City of New York, adopted a resolution granting to the Port Chester Company the right to make such changes, alterations and amendments to the route of said railroad, and the right to cross certain streets, avenues, highways and public places, and to construct, maintain and operate a railroad in, upon and across the streets, avenues, highways and public places on such amended route of said railroad, and authorize the Mayor to execute and deliver a contract granting such right in the name and on behalf of the City, which resolution was approved by the Mayor on the day of , 1907.

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, the parties do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Port Chester Company, subject to the conditions and provisions hereinafter set forth, the right to make such changes, alterations and amendments to the route of said railroad, and the right to cross certain streets, avenues, highways and public places, and to construct, maintain and operate a railroad in, upon and across the streets, avenues, highways and public places on such amended route of said railroad, which amended route is shown upon the map heretofore referred to, and is more particularly described as follows:

Main Line.

Beginning at a point on the Harlem river near the point where Alexander avenue extended intersects the north bank of the Hudson river, in the Borough of The Bronx, and running thence northerly and easterly, crossing One Hundred and Thirty-second street and Southern boulevard between Alexander avenue and Willis avenue; thence between One Hundred and Thirty-fourth street and Southern boulevard, crossing Willis avenue and Brown place to Brook avenue; thence along Brook avenue and thence crossing the Southern boulevard between St. Ann's avenue and Brown place; thence crossing St. Ann's avenue, between Southern boulevard and East One Hundred and Thirty-second street; thence easterly and northeasterly between Southern boulevard and One Hundred and Thirty-second street to Cypress avenue; thence crossing Cypress avenue between One Hundred and Thirty-second street and Southern boulevard; thence between Cypress avenue and Willow avenue to One Hundred and Thirty-fourth street; thence crossing One Hundred and Thirty-fourth street to One Hundred and Thirty-fifth street; thence between Willow avenue and Southern boulevard, crossing One Hundred and Thirty-fifth street, One Hundred and Thirty-sixth street and One Hundred and Thirty-seventh street to Willow avenue; thence crossing Willow avenue and crossing One Hundred and Thirty-eighth street at or near its intersection with Willow avenue to One Hundred and Thirty-ninth street; thence crossing One Hundred and Thirty-ninth street and One Hundred and Fortieth street between Southern boulevard and the tracks of the New York, New Haven and Hartford Railroad to One Hundred and Forty-first street; thence crossing One Hundred and Forty-first street, and thence crossing and along Southern boulevard and Whitlock street at or near their junction between One Hundred and Forty-first street and One Hundred and Forty-second street; thence crossing St. Joseph's street between Whitlock avenue and Austin place; thence crossing One Hundred and Forty-ninth street between Austin place and Whitlock avenue to Austin place; thence crossing Austin place between Whitlock avenue and Timpson place to Timpson place; thence between Whitlock avenue and Southern boulevard and crossing Timpson place, Leggett avenue, East One Hundred and Fifty-sixth street, Craven street, Longwood avenue, Lafayette avenue, Tiffany street, Barretto street, Hunt's Point road, Hoe street, Faile street, Bryant street, Longfellow street, Aldus street, Whittier street to Guttenberg street; thence between Whitlock avenue and Longfellow street, crossing Guttenberg street and Westchester avenue to and crossing Home street; thence crossing Freeman street, Boone street, Edgewater road, West Farms road and Jennings street; thence crossing East One Hundred and Seventy-second street, East One Hundred and Seventy-third street, East One Hundred and Seventy-fourth street, between West Farms road and Boone street; thence along and across Boone street to One Hundred and Seventy-sixth street; thence between West Farms road and Longfellow street, crossing One Hundred and Seventy-sixth street and Rodman place to West Farms road; thence along and across West Farms road to and across East One Hundred and Seventy-seventh street, or Tremont avenue; thence to and across Bronx street to the Bronx river; thence crossing East One Hundred and Seventy-ninth street and Lebanon street between Bronx Park avenue and Bronx river; thence along and across East One Hundred and Eightieth street and Bronx Park avenue at or near their intersection; thence to and across the northerly branch of West Farms road or Adams street between Morris Park avenue and the easterly line of Bronx Park; thence to and crossing Unionport road between Mianna street and Burchall avenue; thence crossing Oakley street between Mianna and Sagamore streets; thence crossing White Plains road at or near the intersection of Sagamore street; thence crossing Brown avenue and Sagamore street at or near their intersection; thence crossing Hunt avenue and Bear Swamp road at or near their intersection; thence crossing Lincoln street, Jefferson street, Madison street and Bear Swamp road—Bronxdale avenue—or any extension thereof, and crossing Bronx and Pelham parkway and Williamsbridge road at or near their intersection; thence crossing Saw Mill lane between Williamsbridge road and Eastchester road; thence crossing Eastchester road near its intersection with Syracuse avenue; thence crossing Birch

street at or near its intersection with Syracuse avenue; thence crossing Cedar street, Oak street and Walnut street between Kingston avenue and Syracuse avenue; thence crossing Chestnut street at or near its intersection with Kingston avenue; thence crossing Kingston avenue at or near its intersection with Chestnut street; thence crossing Ash street; thence Boston road, and running approximately parallel with Boston road and crossing Schieffelin's lane, Fifth avenue, or Dyer avenue, and continuing to a point in the northerly line of The City of New York near Dyer avenue and between the road to White Plains and Fifth avenue.

Branch Line.

Beginning at a point on the main line near Adams street and Morris Park avenue; thence running substantially parallel with Morris Park avenue and crossing Adams street, East One Hundred and Eightieth street, Lebanon street and West Farms road, One Hundred and Seventy-eighth street and Wyatt street, between Berrian avenue and Morris Park avenue; thence crossing One Hundred and Seventy-seventh street near Berrian avenue, crossing Appleby avenue, the New York, New Haven and Hartford Railroad; thence crossing Bronx River avenue at or near its intersection with Craighill avenue; thence substantially parallel with Craighill avenue and between Craighill and Chanute avenues, as proposed in city layout of streets, crossing Westchester avenue and proposed streets to a point at or near the intersection of Craighill avenue and Lafayette avenue, as proposed on city layout of streets; thence crossing proposed streets to a point near the intersection of Leland avenue and O'Brien avenue, as shown on city layout; thence parallel to proposed Leland avenue to proposed Gildersleeve avenue; thence on a curve crossing Clason's Point road and proposed streets to a point near intersection of proposed Gildersleeve avenue and Hudson avenue; thence parallel to said proposed Hudson avenue to Barrett's creek, being the route shown on map entitled "Survey, Map and Profile of the New York and Port Chester Railroad for New York County, New York, Sections I., II. and III.," adopted by the Board of Directors of said company on the 2d day of April, 1907, and signed by Marsden J. Perry, president, and Mace Moulton, chief engineer, and Carleton Bunce, secretary, under seal, and adopted by two-thirds of all the directors of the company, and which map and profiles were filed in the office of the County Clerk of the City and County of New York on the fourth day of April, 1907, or any lawful amendment thereof which may be consented to by the Board of Estimate and Apportionment, or its successors in authority.

Sec. 2. The grant of this privilege is subject to the following conditions:

First—All the terms, provisions and conditions contained in the said contract between The City of New York and the Port Chester Company, dated May 31, 1906, shall remain unchanged and shall apply to the routes herein authorized with the same force and effect as when they applied to the routes, described in said contract, and as though the routes herein authorized had been specifically described in said contract, except as follows:

1. The description of the route as hereby amended and described above shall be substituted for the description of the route as contained in the contract dated May 31, 1906.

2. The provision in section 2, subdivision XXXV., which requires the Port Chester Company to cede to the City without cost lands for a street adjacent to the right-of-way of the railroad, in case the Board adopts a map laying out such a street within one year from the date of signing the contract, shall apply to the route hereby authorized in substitution of the route authorized in the original contract, and the period of one year shall be extended to one year from the date on which this contract is signed by the Mayor.

Second—The Port Chester Company covenants and agrees to abandon and relinquish, and does hereby abandon and relinquish to the City, all of its rights and franchises to construct, maintain and operate a railroad in, upon or across the streets on the portions of the route described in the said contract dated May 31, 1906, and which are not shown on the map of the amended route filed April 4, 1907. Such portions of the route so relinquished and abandoned are more particularly described as follows:

Main Line.

1. The terminal loop located within the blocks bounded by Willis avenue, One Hundred and Thirty-fourth street, Brown place and One Hundred and Thirty-second street.

2. Beginning at a point in the line of the railroad between Adams street and Unionport road; thence to and across Unionport road, an unnamed street or another branch of Unionport road, Victor street, Washington street or White Plains road, Louise street, Lincoln street, Jefferson street, Madison street and Bear Swamp road or Bronxdale avenue to Williamsbridge road; thence crossing Williamsbridge road, approximately 2,400 feet southeast of Bronx and Pelham parkway, to Bronx and Pelham parkway; thence crossing Bronx and Pelham parkway, approximately 2,100 feet east of its intersection with Williamsbridge road, and running thence northerly between Williamsbridge road and Eastchester road to Saw Mill lane; thence crossing Saw Mill lane near its intersection with Eastchester road; thence crossing Eastchester road or Corsa lane, between Boston Post road and Saw Mill lane; thence crossing Boston Post road near its intersection with Schieffelin's lane to Schieffelin's lane; thence crossing Schieffelin's lane near its easterly intersection with Boston Post road; thence northerly to the City line.

Branch Line.

3. Beginning at a point at or near the southeast corner of Bronx Park, in the Borough of The Bronx; thence across or along Bronx Park avenue, East One Hundred and Eightieth street, East One Hundred and Eighty-first street, Lebanon street, Morris Park avenue, at or near its intersection with West Farms road; thence across or along West Farms road, at or near its intersection with Morris Park avenue; thence across the Southern turnpike or Westchester avenue, at or near its intersection with Clason's Point road; thence across Clason's Point road near its intersection with Southern turnpike or Westchester avenue.

Third—It is agreed that no part of the expenditure for construction heretofore made by the New York, Westchester and Boston Railway Company shall be included in the sum of \$800,000 required to be expended by the Port Chester Company under section 2, subdivision XXVIII. of the contract dated May 31, 1906, as hereinbefore referred to, but said \$800,000 shall be expended in addition to moneys already expended for construction upon the said route by the New York, Westchester and Boston Railway Company.

The Port Chester Company shall, within fifteen days after the signing of this contract, furnish the Board of Estimate and Apportionment a statement of the amounts expended upon construction prior to the date on which this contract is signed, first: by the New York, Westchester and Boston Railway Company, and second: by the Port Chester Company.

And in case the Board of Estimate and Apportionment or its representatives shall within ten days after the receipt of such report, require the Port Chester Company to furnish further details in regard to such report, the Railroad Company shall furnish the same within fifteen days after such demand.

The Port Chester Company shall upon demand of the Board of Estimate and Apportionment, or its representative, and upon the same conditions in regard to the time of furnishing the same, furnish further statements of the amounts expended from the time of the last preceding report to the date of the demand.

The Port Chester Company may at any time file with the Board of Estimate and Apportionment statements of the amounts expended upon such construction.

Fourth—Millbrook Company and the Port Chester Company do hereby agree to assume all liability to any person or company by reason of the execution of this contract by the City, and it is a condition of this contract that the City shall assume no liability whatsoever either to persons or companies on account of the same, and both the Millbrook Company and the Port Chester Company hereby agree to repay to the City any damage which the City may be compelled to pay by reason of this contract.

Sec. 3. The parties hereto each promises, covenants and agrees on its part and behalf, to conform to and abide by all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the Corporate seal of said City to be hereunto affixed, and the parties of the second part by their officers, thereunto duly authorized, have caused their corporate names to

be hereunto signed and their corporate seals to be hereunto affixed the day and year first above written.

THE CITY OF NEW YORK.

By.....Mayor.

[CORPORATE SEAL.]

Attest:

City Clerk.

NEW YORK AND PORT CHESTER RAILROAD COMPANY.

By.....President.

[SEAL.]

Attest:

Secretary.

MILLBROOK COMPANY.

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 proposed franchise and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, are as specified and fully set forth in the contract dated May 31, 1906, as amended by the foregoing form of proposed contract for the consent to such modifications and alterations.

Resolved, That these preambles and resolutions, including said resolution for the consent of The City of New York to the modifications and alterations as applied for by the New York and Port Chester Railroad Company and the said form of proposed contract for the grant of said franchise or right containing said result of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty days immediately prior to September 20, 1907, in the CITY RECORD, and at least twice during the ten days immediately prior to September 20, 1907, in the New York "Times" and New York "Tribune," two daily newspapers designated by the Mayor therefor, and published in The City of New York, at the expense of the New York and Port Chester Railroad Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the consent of the City to certain modifications and alterations in the routes of the New York and Port Chester Railroad Company, as granted by contract dated May 31, 1906, such modifications and consent being fully set forth and contained in the foregoing form of proposed contract for the granting of such franchise or right, and before adopting any such contract, will, at a meeting of said Board to be held in the old Council Chamber, City Hall, Borough of Manhattan, City of New York, on the 20th day of September, 1907, at 10.30 a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

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.

H. C. F. Koch & Co.

A communication, dated July 2, 1907, was received from H. C. F. Koch & Co., stating that the tunnel authorized to be constructed by this company under and across West One Hundred and Twenty-fourth street was completed and the pavement relaid on June 26, 1907.

Which was ordered filed.

Operation of Trains Across Brooklyn Bridge.

The Secretary presented the following:

THE CITY CLUB OF NEW YORK,
No. 55 WEST FORTY-FOURTH STREET,
NEW YORK, July 5, 1907.

Hon. GEORGE B. McCLELLAN, Chairman of the Board of Estimate, City Hall, New York City:

DEAR SIR—The City Club is informed that the contract or franchise under which the Brooklyn Rapid Transit Company enjoys the use of the Brooklyn Bridge for the operation of its trains between Brooklyn and Manhattan Boroughs will expire on August 23 next. Under the provisions of section 242 of the Charter as amended in 1905, the granting of a new franchise and the fixing of the terms thereof comes within the province of the Board of Estimate and Apportionment. Assuming therefore that the matter will shortly be taken up by your Honorable Board, the City Club respectfully suggests that among the conditions of the renewal of this franchise there be included the following:

1. That the scale of payments to the City for the use of the Bridge be readjusted.
2. That the privileges granted to the Brooklyn Rapid Transit Company carry no guarantee to that company of the exclusive use of the bridge; and
3. That the contract be definitely terminable, by either party, on written notice of ninety days.

The original contract with the railroad company was made by the old Board of Bridge Trustees on August 23, 1897. Upon the taking over of the bridge by the consolidated City that contract was renewed by the Commissioner of Bridges, in modified form, under date of June 23, 1898. The schedule of payments to the City then fixed and now in force includes: (a) An annual rental of \$20,306, payable in quarterly installments, (b) tolls of ten cents for each round trip of a Brooklyn elevated car, the aggregate of such tolls to be not less than \$166.67 a day, and (c) a percentage of net receipts, running on a sliding scale from 5 per cent., on profits of from \$10,000 to \$20,000, up to 25 per cent., on \$150,000 or over.

In consideration of these payments it is to be kept in mind that the City gives not only the immensely valuable right of way across the bridge, the tracks and other accessories, which are City property, and the use and control of the platforms at both termini, but that it relinquished the cash returns from the operation of its own cars as well as a substantial proportion of receipts from vehicles, as a result of the crowding of the roadway by the trolley cars.

We submit that, in view of these facts and of the radical changes in conditions affecting the value of transit privileges during the past ten years, and of the peculiar value of the use of the interborough bridge connection, the returns to the City under any renewal of this franchise should be based upon an exact and careful reappraisal of the present value of the franchise to the operating company.

The City Club believes that the elasticity in the contract that we suggest, in the matter of the non-exclusiveness of the rights granted and in the reservation of the right to terminate upon fair notice, is also demanded by the interests of the City. The solution of many problems of transit now in an uncertain stage of development depends upon the control of the right of way across the Brooklyn Bridge. It may be said, in fact, that no section of the transit system is of greater or more strategic importance than this. The situation in the near future may well demand the operation of other cars across the bridge than those of the Brooklyn Rapid Transit Company, and such operation might very conceivably be permitted without prejudice to the operating usefulness of that company. The City itself has just contracted for the construction, at its own expense, of the subway connection between the Manhattan termini of the Brooklyn and Williamsburg bridges. The question of the operation of connecting trains between those bridges—that is, whether they shall be the trains of the Brooklyn Company or of some other company, or possibly trains operated by the City itself—has not been settled. If the City itself, in the exigencies of some future situation, is compelled to operate these trains, it may well be that it would find it

desirable to include the bridges themselves within the sphere of such operation. Opportunity for such readjustment as new situations may require should therefore be left perfectly free.

The contract between the Brooklyn Company and the Trustees, in August, 1897, contained this stipulation:

"The term of the right and privilege hereby granted * * * shall be terminable at the option of either party thereto after the expiration of ten years, * * * provided only * * * that if * * * it should be determined that it is against the public interest to continue the operation of trains or cars * * * all of the rights and privileges granted by said party of the second part, and operation assumed by it, shall be terminable on and after three months' notice in writing by either party to the other."

In the modified contract of 1898 this provision was constructively abrogated, a clause being inserted in lieu thereof to the effect merely that should the company fail to make promptly the payments reserved, or should it otherwise violate any provision of the agreement, such agreement might, on sixty days' notice, be canceled by the Bridge Commissioner.

While the substance of the latter agreement should no doubt be continued, we urge, for the reasons we have stated, that the broader clause of the original contract should be restored in terms sufficiently clear to allow of no doubt of the City's right to withdraw, or to readjust, the terms at any time the Board of Estimate may deem such withdrawal or modification to be necessary. I am,

Very respectfully yours,

HENRY C. WRIGHT, Secretary.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, No. 277 BROADWAY,

July 6, 1907.

Mr. NELSON P. LEWIS, Chief Engineer:

SIR—Mr. Henry C. Wright, Secretary of the City Club of New York, in a communication to the Board of Estimate and Apportionment under date of July 5, 1907, calls attention to the expiration on August 23 next of the contract or franchise under which the Brooklyn Rapid Transit Company enjoys the use of the New York and Brooklyn Bridge for the operation of its trains between Brooklyn and Manhattan boroughs. He further states that under the provisions of section 242 of the Charter the granting of a new franchise and the fixing of the terms thereof, comes within the province of the Board of Estimate and Apportionment, and suggests that among the conditions of the renewal of this franchise there be included the following:

1. That the scale of payments to the City for the use of the bridge be readjusted;
2. That the privileges granted to the Brooklyn Rapid Transit Company carry no guarantee to that company of the exclusive use of the bridge; and
3. That the contract be definitely terminable, by either party, on written notice of ninety days.

In regard to the communication I would report that heretofore all contracts for the operation of surface and elevated cars upon the bridges across the East river have been made by the Commissioner of Bridges or his predecessors in authority, and in some instances I believe decisions of the court have been given to the effect that the Commissioner of Bridges was vested with such power. Whether or not the jurisdiction of the Commissioner in this matter has been changed by the provisions of chapter 629 of the Laws of 1905, which modified section 242 of the Charter, has not been determined so far as I know, and I would, therefore, suggest that the Corporation Counsel be requested to advise the Board whether the renewal of the franchise to the subsidiary companies of the Brooklyn Rapid Transit Company comes under the jurisdiction of the Board of Estimate and Apportionment or is still in the Commissioner of Bridges, and if he shall decide that it is in the Board of Estimate and Apportionment, the Secretary be directed to notify such companies whose franchises are about to expire to make formal application to the Board; and I inclose resolutions covering the same.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The Commissioner of Bridges stated that the matter had been presented to the Corporation Counsel for opinion.

The communication and report were ordered filed.

The full minutes of the meeting of this day will appear in the CITY RECORD at a later date.

JOSEPH HAAG, Secretary.

ART COMMISSION.

MINUTES OF MEETING OF ART COMMISSION, HELD AT ITS OFFICE,
ROOM 21, CITY HALL, ON TUESDAY, JUNE 11, 1907,
at 4 O'CLOCK P. M.

Present—President de Forest, presiding, Commissioners Cook, Mansfield, Boyle, Millet, Pine and Hon. Theodore A. Bingham, Police Commissioner, in respect to the designs for the First Precinct Police Station.

On communications from Commissioners Bigelow and Healy explaining their absence, they were excused.

Minutes of meeting of May 14 were presented and approved.

The President's report was presented, stating that the following committees had been appointed since the last meeting, May 14:

Submission 569.

Inwood Viaduct—Commissioners Cook (Chairman), Mansfield and de Forest. Appointed May 21, 1907.

Submission 570.

Redecoration of Governor's Room—Commissioners Millet (Chairman), Pine and Mansfield. Appointed May 21, 1907.

Submission 571.

Hell Gate Bridge—Commissioners Cook (Chairman), Mansfield and de Forest. Appointed May 23, 1907.

Submission 572.

Drinking Fountains—Commissioners Boyle (Chairman), Mansfield and de Forest. Appointed May 29, 1907.

Submission 573.

Relocation of Thorwaldsen Statue—Commissioners Boyle (Chairman), Pine and Millet. Appointed June 4, 1907.

Submission 574.

Kingston Avenue Hospital, Brooklyn—Commissioners Cook (Chairman), Mansfield and Boyle. Appointed June 4, 1907.

Submission 575.

First Precinct Police Station—Commissioners Cook (Chairman), Mansfield and Pine. Appointed June 5, 1907.

Submission 576.

Drinking Fountains—Commissioners Boyle (Chairman), Mansfield and de Forest. Appointed June 6, 1907.

Submission 577.

Vernon Avenue Public Comfort Station, Queens—Commissioners Mansfield (Chairman), Pine and de Forest. Appointed June 7, 1907.

Submission 578.

Eighth Street Public Bath, Queens—Commissioners Cook (Chairman), Boyle and Pine. Appointed June 7, 1907.

Submission 579.

Belmont Avenue Fire Station—Commissioners Cook (Chairman), Mansfield and Pine. Appointed June 10, 1907.

Submission 580.

White Plains Avenue Engine House—Commissioners Cook (Chairman), Mansfield and Pine. Appointed June 10, 1907.

Submission 581.

Rockaway Avenue Fire Station—Commissioners Cook (Chairman), Mansfield and Pine. Appointed June 10, 1907.

Submission 582.

Mural Paintings, Morris High School—Commissioners Millet (Chairman), Pine and Bigelow. Appointed June 11, 1907.

Submission 583.

Drinking Fountains—Commissioners Boyle (Chairman), Mansfield and de Forest. Appointed June 11, 1907.

Submission 584.

Drinking Fountains—Commissioners Boyle (Chairman), Mansfield and de Forest. Appointed June 11, 1907.

Submission 575.

The Committee on First Precinct Police Station recommended that action upon the designs submitted (on request of the Mayor) by Hon. Theodore A. Bingham, Police Commissioner, be postponed pending the submission of a modified design of the exterior.

On motion, the report was adopted and action postponed until the next meeting of the Commission.

Submission 579.

The Committee on Belmont Avenue Fire Station recommended that the designs submitted (on request of the Mayor) by Mr. Alexander Stevens, Superintendent of Buildings, be approved.

Deputy Commissioner Wise was present and explained the design and purpose of the structure.

On motion, the following resolution was unanimously adopted:

Certificate 573.

Resolved, That the Art Commission hereby approves the designs and location of a fire station on Belmont avenue, The Bronx, represented by Exhibits "270-G," "270-H," "270-I," "270-J," "270-K," and "270-L," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. Francis J. Lantry, Fire Commissioner.

The Committee was thereupon discharged.

Submission 580.

The Committee on White Plains Avenue Engine House recommended that the designs submitted (on request of the Mayor) by Mr. Alexander Stevens, Superintendent of Buildings, be approved.

Deputy Commissioner Wise explained the design and purpose of the structure.

On motion, the following resolution was unanimously adopted:

Certificate 574.

Resolved, That the Art Commission hereby approves the designs and location of an engine house on White Plains Avenue, The Bronx, represented by Exhibits "273-F," "273-G," "273-H," "273-I," "273-J," and "273-K," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. Francis J. Lantry, Fire Commissioner.

The Committee was thereupon discharged.

Submission 581.

The Committee on Rockaway Avenue Fire Station, Brooklyn, recommended that the designs submitted (on request of the Mayor) by Mr. Alexander Stevens, Superintendent of Buildings, be approved.

Deputy Commissioner Wise explained the design of the structure.

On motion, the following resolution was unanimously adopted:

Certificate 575.

Resolved, That the Art Commission hereby approves the designs and location of a fire station to be erected at the corner of Rockaway avenue and Avenue F, Brooklyn, represented by Exhibits "271-G," "271-H," "271-I," "271-J," "271-K," and "271-L," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. Francis J. Lantry, Fire Commissioner.

The Committee was thereupon discharged.

Submission 571.

The Committee on Hell Gate Bridge reported that the designs were submitted in accordance with the franchise granted by The City of New York to the New York Connecting Railroad Company, which requires that the plans for the bridge over the East river be approved by the Art Commission. The committee recommended that action be postponed until the next meeting of the Commission.

Mr. Gustav Lindenthal, the Engineer of the bridge, appeared before the Commission and urged that the designs be approved.

On motion, the report of the committee was accepted and action postponed until the next meeting of the Commission.

It was moved, seconded and carried that when the Commission adjourn, it adjourn to meet Thursday, June 27, 1907, at 4 p. m.

Submission 570.

The Committee on Redecoration of the Governor's Room reported that the designs submitted (on request of the Mayor) by Hon. John F. Ahearn, President of the Borough of Manhattan, were unsatisfactory, but as the committee had been informed that amended designs were soon to be submitted to the Commission, they recommended that action upon the designs now before the Commission be postponed until the next meeting.

On motion, the report was accepted and action postponed until the next meeting of the Commission.

Submission 582.

The Committee on Mural Paintings, Morris High School, reported that the submission did not state where the paintings were to be located permanently and that under such circumstances disapproval of the submission must be recommended without an expression of opinion upon the paintings themselves and without prejudice to re-submission.

On motion, the following resolution was unanimously adopted:

Certificate 576.

Resolved, That the Art Commission hereby disapproves the designs and locations of two mural paintings for the Morris High School, Borough of The Bronx, represented by Exhibits "260-E," "260-F," and "260-G," of record in this matter, and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Mr. William Walton, Secretary of the Municipal Art Society.

The Committee was thereupon discharged.

Submission 569.

The Committee on Inwood Viaduct recommended that the designs (of a public structure exceeding \$1,000,000 in cost) submitted by Hon. John F. Ahearn, President of the Borough of Manhattan, be approved:

On motion, the following resolution was unanimously adopted:

Certificate 577.

Resolved, That the Art Commission hereby approves the designs and location of the Inwood Viaduct represented by Exhibits "280-A," "280-B," "280-C," "280-D," "280-E," "280-F," "280-G," and "280-H," of record in this matter, and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. John F. Ahearn, President of the Borough of Manhattan.

The Committee was thereupon discharged.

Submission 567.

The Committee on Drinking Fountains reported that this submission had been withdrawn and therefore no action was necessary.

Submission 572.

The Committee on Drinking Fountains recommended that the designs (of new works of art) submitted by the American Society for the Prevention of Cruelty to Animals, be disapproved.

On motion, the following resolution was unanimously adopted:

Certificate 578.

Resolved, That the Art Commission hereby disapproves the designs of drinking fountains to be located as represented by Exhibits "284-A," "284-B," "284-C," "284-D," "284-E," and "284-F," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to the American Society for the Prevention of Cruelty to Animals.

Submission 576.

The Committee on Drinking Fountains recommended that the designs (of new works of art) submitted by the American Society for the Prevention of Cruelty to Animals, be disapproved.

On motion, the following resolution was unanimously adopted:

Certificate 579.

Resolved, That the Art Commission hereby disapproves the designs of drinking fountains to be located as represented by Exhibits "285-A," "285-B," "285-C," "285-D," "285-E," "285-F," "285-G," "285-H," "285-I," "285-J," "285-K," "285-L," "285-M," "285-N," "285-O," "285-P," "285-Q," "285-R," "285-S," "285-T," "285-U," "285-V," "285-W," "285-X," "285-Y," "285-Z," and "285-AA," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to the American Society for the Prevention of Cruelty to Animals.

Submission 583.

The Committee on Drinking Fountains recommended that the designs (of new works of art) submitted by the American Society for the Prevention of Cruelty to Animals, be disapproved.

On motion, the following resolution was unanimously adopted:

Certificate 580.

Resolved, That the Art Commission hereby disapproves the designs of a drinking fountain to be located as represented by Exhibits "285-B," "285-C," and "285-AB," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to the American Society for the Prevention of Cruelty to Animals.

Submission 584.

The Committee on Drinking Fountains reported that this submission had just been received and that there had not been sufficient opportunity to consider the plans and the location.

On motion, the report was accepted and action postponed until the next meeting of the Commission.

Submission 573.

The Committee on Relocation of the Thorwaldsen Statue recommended that the proposed removal of the Thorwaldsen statue to a location near the entrance to Central Park at East Ninety-sixth street, be approved.

On motion, the following resolution was unanimously adopted:

Certificate 581.

Resolved, That the Art Commission hereby approves the removal of the Thorwaldsen statue to a location near the entrance to Central Park at East Ninety-sixth street, as represented by Exhibits "251-G" and "251-H," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. Moses Herrman, Commissioner of Parks for the Boroughs of Manhattan and Richmond.

The Committee was thereupon discharged.

Submission 574.

The Committee on Kingston Avenue Hospital, Brooklyn, recommended that the designs submitted (on request of the Mayor) by Mr. Eugene W. Scheffer, Secretary of the Department of Health, be approved.

On motion, the following resolution was unanimously adopted:

Certificate 582.

Resolved, That the Art Commission hereby approves the designs and location of four isolation buildings for the Kingston Avenue Hospital, Brooklyn, represented by Exhibits "213-AJ," "213-AK," "213-AL," "213-AM," "213-AN," "213-AO," "213-AP," "213-AQ," "213-AR," "213-AS," "213-AT," "213-AU," "213-AV," and "213-AW," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Dr. Thomas Darlington, Commissioner of Health.

The Committee was thereupon discharged.

Submission 577.

The Committee on Vernon Avenue Public Comfort Station, Queens, recommended that the designs submitted (on request of the Mayor) by Hon. Joseph Bermel, President of the Borough of Queens, be approved.

On motion, the following resolution was unanimously adopted:

Certificate 583.

Resolved, That the Art Commission hereby approves the designs and location of a public comfort station under the Vernon Avenue Bridge, Queens, represented by Exhibits "282-A," "282-B," "282-C," "282-D," and "282-E," of record in this matter; and that the action of the Commission be certified with return of duplicates of exhibits herein noted, to Hon. Joseph Bermel, President of the Borough of Queens.

The Committee was thereupon discharged.

Submission 578.

The Committee on Eighth Street Public Bath, Queens, recommended that the designs submitted (on request of the Mayor) by Hon. Joseph Bermel, President of the Borough of Queens, be approved.

On motion, the following resolution was unanimously adopted:

Certificate 584.

Resolved, That the Art Commission hereby approves the designs and location of a public bath on Eighth street, near Vernon avenue, Long Island City, represented by Exhibits "283-A," "283-B," "283-C," and "283-D," of record in this matter; and that the action of the Commission be certified, with return of duplicates of exhibits herein noted, to Hon. Joseph Bermel, President of the Borough of Queens.

The Committee was thereupon discharged.

The following committees reported progress:

The Committee on Catalogue of Works of Art Belonging to the City.

The Committee on Quarters and Staff.

A communication was presented from the Secretary of the Board of Estimate and Apportionment regarding the Budget for 1908.

On motion, this communication was referred to the President with power.

On motion, the meeting adjourned.

MILO R. MALTBIÉ, Assistant Secretary.

BOROUGH OF MANHATTAN.

WASHINGTON HEIGHTS DISTRICT.

At a meeting of the Board of Local Improvements of the Washington Heights District, held July 2, 1907, the following members were present: Aldermen Griffen, Hagen, Davies and President Ahearn.

The President presented for the Board's consideration the matter of paving with granite blocks on concrete foundation, curbing, etc., West One Hundred and Thirty-fifth street, from Amsterdam Avenue to Broadway.

Estimated cost, \$20,520. Assessed valuation of property affected, \$1,420,900.

The following resolution was introduced by Alderman Davies:
Whereas, A petition for a local improvement described below has been received by the President of the Borough of Manhattan; and

Whereas, He has appointed a time for a meeting of this Local Board not more than fifteen days after the receipt by him of the said petition, at which meeting the said petition would be submitted by him to the said Local Board, and he has caused a notice to be published in the CITY RECORD that said petition has been presented to him and is on file in his office for inspection, and of the time when and the place where there would be a meeting of this Local Board, at which the said petition would be submitted by him to the said Board, which time was not less than ten days after the publication of this notice; and

Whereas, The said petition was duly submitted thereafter to the said Local Board, which did duly consider the same and give a full hearing thereon; now, therefore, it is Resolved, by the Local Board of the Washington Heights District, pursuant to titles 2 and 3 of Chapter 10 of the Greater New York Charter, That the said petition be and the same hereby is granted; and it is hereby

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

To pave with granite block pavement on concrete foundation, curb and recurb, West One Hundred and Thirty-fifth street, from Amsterdam avenue to Broadway; and it is hereby further

Resolved, That a copy of this resolution be transmitted forthwith to the Board of Estimate and Apportionment for its approval.

Which was adopted.

The President presented for the Board's consideration the matter of paving with asphalt block pavement on concrete foundation, curbing, etc., West One Hundred and Thirty-fifth street, from Convent to Amsterdam avenues.

Estimated cost, \$3,972. Assessed valuation of property affected, \$1,322,900.

The following resolution was introduced by Alderman Davies:

Whereas, A petition for a local improvement described below has been received by the President of the Borough of Manhattan; and

Whereas, He has appointed a time for a meeting of this Local Board not more than fifteen days after the receipt by him of the said petition, at which meeting the said petition would be submitted by him to the said Local Board, and he has caused a notice to be published in the CITY RECORD that said petition has been presented to him and is on file in his office for inspection, and of the time when and the place where there would be a meeting of this Local Board, at which the said petition would be submitted by him to the said Board, which time was not less than ten days after the publication of this notice; and

Whereas, The said petition was duly submitted thereafter to the said Local Board, which did duly consider the same and give a full hearing thereon; now, therefore, it is

Resolved, by the Local Board of the Washington Heights District, pursuant to titles 2 and 3 of Chapter 10 of the Greater New York Charter, That the said petition be and the same hereby is granted; and it is hereby

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

To pave with asphalt block pavement on concrete foundation, curb and recurb, West One Hundred and Thirty-fifth street, from Convent avenue to Amsterdam avenue; and it is hereby further

Resolved, That a copy of this resolution be transmitted forthwith to the Board of Estimate and Apportionment for its approval.

Which was adopted.

The President presented for the Board's consideration the matter of paving with asphalt block pavement on concrete foundation, curbing, etc., West One Hundred and Thirty-sixth street, from Convent to Amsterdam avenues.

Estimated cost, \$4,245. Assessed valuation of property affected, \$925,500.

The following resolution was introduced by Alderman Davies:

Whereas, A petition for a local improvement described below has been received by the President of the Borough of Manhattan; and

Whereas, He has appointed a time for a meeting of this Local Board not more than fifteen days after the receipt by him of the said petition, at which meeting the said petition would be submitted by him to the said Local Board, and he has caused a notice to be published in the CITY RECORD that said petition has been presented to him and is on file in his office for inspection, and of the time when and the place where there would be a meeting of this Local Board, at which the said petition would be submitted by him to the said Board, which time was not less than ten days after the publication of this notice; and

Whereas, The said petition was duly submitted thereafter to the said Local Board, which did duly consider the same and give a full hearing thereon; now, therefore, it is

Resolved, by the Local Board of the Washington Heights District, pursuant to titles 2 and 3 of Chapter 10 of the Greater New York Charter, That the said petition be and the same hereby is granted; and it is hereby

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

To pave with asphalt block pavement on concrete foundation, curb and recurb, West One Hundred and Thirty-sixth street, from Convent avenue to Amsterdam avenue; and it is hereby further

Resolved, That a copy of this resolution be transmitted forthwith to the Board of Estimate and Apportionment for its approval.

Which was adopted.

The President presented for the Board's consideration the matter of extension of Overlook terrace, etc., and laying out a new street on the westerly side of Riverside drive, at about One Hundred and Ninety-fourth street.

Mr. Jonas M. Libbey appeared in favor.

On motion of Alderman Grifenhagen these matters were laid over, subject to the call of the Chair.

The President presented for the Board's consideration the matter of widening of Boulevard Lafayette, between One Hundred and Seventy-seventh and One Hundred and Eighty-first streets, and widening of One Hundred and Eighty-first street, between Boulevard Lafayette and Buena Vista avenue.

On motion of Alderman Grifenhagen this matter was laid over, subject to the call of the Chair.

On motion the Board adjourned.

BERNARD DOWNING, Secretary.

BOROUGH OF MANHATTAN.

KIP'S BAY DISTRICT.

A meeting of the Board of Local Improvements of the Kip's Bay District, called for Tuesday, July 2, 1907, was postponed, there being no quorum present.

BERNARD DOWNING, Secretary.

BOROUGH OF MANHATTAN.

BUREAU OF BUILDINGS.

Operations for the Week Ending June 22, 1907.

Plans filed for new buildings (estimated cost, \$4,487,500).....	37
Plans filed for alterations (estimated cost, \$355,095).....	108
Buildings reported unsafe.....	46
Buildings reported for additional means of escape.....	7
Other violations of law reported.....	139
Unsafe building notices issued.....	116
Fire escape notices issued.....	11
Violation notices issued.....	225
Unsafe building cases forwarded for prosecution.....	9
Fire escape cases forwarded for prosecution.....
Violation cases forwarded for prosecution.....	159
Iron and steel inspections made.....	6,455

EDW. S. MURPHY, Superintendent.

William H. Class, Chief Clerk.

DEPARTMENT OF CORRECTION.

REPORT OF TRANSACTIONS, JUNE 10 TO 16, 1907.

Communications Received.

From the Board of Estimate and Apportionment—Secretary transmits certified copy of a resolution which reads as follows:

Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter as amended, the Board of Estimate and Apportionment hereby approves of the issue of Corporate Stock of The City of New York to an amount not exceeding five hundred dollars (\$500), in addition to the amount heretofore authorized, for the purpose of providing means to pay the expenses of the Advisory Architects and the architects invited to submit competitive designs for a new penitentiary to be erected on Riker's Island, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller is authorized to issue Corporate Stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding five hundred dollars (\$500), the proceeds whereof to be applied to the purposes aforesaid.

A true copy of resolution adopted by the Board of Estimate and Apportionment June 7, 1907.

(Signed) JOSEPH HAAG, Secretary.

File with General Bookkeeper and Auditor.

From the Board of Estimate and Apportionment—Inclosing circular in answer to request of Department of Correction for "creation of position of Deputy Overseer at the Reformatory, Hart's Island." On file.

From Department of Health—Requesting consent to transfer of George A. P. Boulden, Resident Physician on Riker's Island, to position in the Department of Health. Consent to transfer signed. Place must be filled before transfer takes effect.

From Department of Public Charities—Asking for a detail of prisoners to repair sea wall around grounds of Metropolitan Hospital. Work is now being done by men from the Workhouse.

From the Jury for Selection of an Architect for New Riker's Island Penitentiary—Messrs. Walter Cook, Robert S. Peabody and William R. Mead, the jury, report that the plans for the new Riker's Island Penitentiary marked "No. 2" are thought to be the most meritorious. They therefore recommend that the author of this design be selected as the architect for the building. Send copy to each of the competing architects, namely, Messrs. Heins & La Farge, Henry Rutgers Marshall, Hoppin & Koen, Warren & Wetmore and Trowbridge & Livingston.

(Design "No. 2" was found to be that of Trowbridge & Livingston.)

From Heads of Institutions—Reporting that meats, fish, bread, milk, etc., for week ending June 8, 1907, agreed with specifications of the contracts. On file.

From Heads of Institutions—Reports, census, labor, hospital cases, punishments, etc., for week ending June 8, 1907. On file.

From City Prison—Report of fines received at City Prison during week ending June 8, 1907:

From Court of Special Sessions..... \$10 00

From City Magistrates' Court..... 59 00

Total..... \$69 00

On file.

From City Prison—Return to duty, on June 10, of William Flynn, Warden, after one week's leave of absence. On file.

From District Prisons—Fines received at District Prisons during week ending June 8, 1907: From City Magistrates' Court, \$461. On file.

From Penitentiary, Blackwell's Island—List of prisoners received at Penitentiary during week ending June 8, 1907: Men, 19; women, 5. On file.

From Penitentiary, Blackwell's Island—From Warden Fallon, reporting the great need of a Clerk, to fill vacancy caused by resignation. On file.

From Penitentiary, Blackwell's Island—From Warden Hayes, stating that workshops will be closed on June 15, in order that new cement floor in middle house may be laid. The Keepers in charge of shops may, therefore, be allowed the day off duty. On file.

From Workhouse, Blackwell's Island—Fines paid at Workhouse during week ending June 8, 1907, amounted to \$335. On file.

From Workhouse, Blackwell's Island—Report of Department Inspector in regard to lighting new ferry house at foot of East Seventieth street (Workhouse Ferry). Send copy of report to Department of Water Supply, Gas and Electricity, asking for favorable action thereon.

From Workhouse, Blackwell's Island—Reporting death, on June 6, 1907, of Thomas J. Handleigh, an employee (Helper) at Workhouse. Notify the Civil Service Commission.

From Workhouse, Blackwell's Island—Death, on June 14, 1907, of Mary O'Leary, aged 60 years. Friends notified. On file.

From Branch Workhouse—Death, on June —, 1907, of James King, aged 60 years. Friends notified. On file.

From Branch Workhouse—Warden reports need of a new hearse at City Cemetery as old one is past repair. As this hearse was furnished by the Department of Public Charities, Warden suggests that that Department be informed. Copy of letter sent to Department of Charities, etc.

From Branch Workhouse—List of interments at City Cemetery during week ending June 8, 1907. On file.

From Reformatory, Hart's Island—Reporting that by advice of Resident Physician, Patrick J. Lyons, Keeper, who is ill, has been transferred to City Hospital, Blackwell's Island, for treatment. On file.

From A. Winternitz, Contractor for Workshops, Blackwell's Island Penitentiary, who states that Warden Hayes wishes sliding doors substituted for the swinging doors named in contract for workshops. Contractor states that for work and materials to make this change the extra cost will be \$15 for each door. Change in contract disapproved.

From John E. Lowery, Marine Architect, asking for an extension of time in which to complete plans and specifications for new Department steamboat. Request granted.

Communications Transmitted.

To Civil Service Commission—Requesting nominations to fill one position of Resident Physician at Branch Workhouse, Riker's Island, at \$1,200 per annum.

Proposal Accepted.

Of James Reilly Repair and Supply Company, No. 229 West street, to make repairs to steamer "Massasoit," as specified in letter of June 13, 1907; work to be done within four (4) days, for \$210.

Appointments Rescinded.

Appointment of Bartholomew Philpot, June 5, 1907, Hospital Helper, at \$480, at Branch Workhouse, Hart's Island. "Declined on account of location."

Of Mary E. Sanderson, June 10, 1907, as Orderly at Third District Prison, at \$240. "Failed to report for duty."

Of George Rice, Hospital Helper at Branch Workhouse, Hart's Island, June 12, 1907, at \$480. "Declined on account of location."

Died.

One June 6, 1907, Thomas J. Handleigh, Helper, at \$120 per annum, at Workhouse, Blackwell's Island. Civil Service Commission notified.

Transferred.

Samuel M. Crane, Clerk, at \$900 per annum, from Branch Workhouse, Riker's Island, to Penitentiary, Blackwell's Island, to date from June 12, 1907.

Change in Salary.

Salary of Daniel J. McCann, Assistant Foreman at Penitentiary, Blackwell's Island, changed to wages of \$4 per diem, instead of \$900 per annum. Change to take effect June 1, 1907.

JOHN V. COGGEY, Commissioner.

CHANGES IN DEPARTMENTS, ETC.

DEPARTMENT OF FINANCE.

July 9—The salaries of the following employees of this Department have been fixed at the amounts specified, taking effect on the dates shown:

Auditing Bureau.

William R. Eisele, Examiner, \$1,650, July 1, 1907.

Thomas J. Denver, Inspector of Repairs and Supplies, \$1,200, July 5, 1907.

Patrick J. Hart, Inspector of Repairs and Supplies, \$1,200, July 5, 1907.

Patrick E. Meehan, Inspector of Repairs and Supplies, \$1,200, July 5, 1907.

Terry G. Morgan, Clerk, \$1,200, July 15, 1907.

Frank O'Meara, promoted from Junior Clerk to Clerk, \$750, July 1, 1907.

Stock and Bond Division.

James A. Wallace, Financial Clerk, \$1,050, July 5, 1907.

William H. Murphy, Financial Clerk, \$1,050, July 5, 1907.

Bookkeeping and Awards Division.

William P. Dawson, Clerk, \$1,950, July 1, 1907.

Bureau of Assessments and Arrears.

James Comisky, Messenger, Queens office, \$1,200, July 1, 1907.

Daniel J. Scully, Bookkeeper, Manhattan office, \$1,350, July 15, 1907.

Bureau for the Collection of Taxes.

Fred H. Batterman, Clerk, Queens office, \$1,200, July 5, 1907.

Harry D. Kehoe, Bookbinder, Queens office, \$1,200, July 5, 1907.

Office of the City Paymaster.

John Hennessy, Deputy City Paymaster, \$2,250, July 1, 1907.

DEPARTMENT OF PARKS.

Boroughs of Manhattan and Richmond.

Appointed temporarily, under Civil Service Rule XII., paragraph 3, July 6, 1907, Arthur D. Thaler, Gymnasium Attendant, No. 30 Montgomery street.

Resigned July 1, 1907, Anna M. Kelly, Attendant, No. 105 East Eighty-fifth street.

Boroughs of Brooklyn and Queens.

Appointed.

John Kennedy, No. 138 Locust street, Flushing, Gardener.

August L. Rose, No. 906 Bergen street, Gardener.

Bernard E. Duffy, No. 364 Hicks street, Park Laborer.

Anna Spadavecchia, No. 39 Grove street, New York, Cottage Attendant.

Annie Connor, No. 566 Willoughby avenue, Cottage Attendant.

Pay Advanced.

John O'Brien, Keeper of Menagerie, from \$2.50 to \$3.50 per day.

Michael Carroll, Gardener, from \$2 to \$2.50 per day.

Transferred.

Thos. McGrath, Park Laborer, transferred to Borough President's office, July 2, 1907.

Dropped for Failure to Report.

Thos. O'Dea, No. 207 Ely avenue, Long Island City, Park Laborer.

Peter F. McKenna, No. 431 Warren street, Park Laborer.

DEPARTMENT OF BRIDGES.

July 8—Resignation of Mark Isaac from the position of Topographical Draughtsman in the Department of Bridges is accepted, to date from the 2d inst., in order that he may be appointed as a Structural Steel Draughtsman in this Department.

TENEMENT HOUSE DEPARTMENT.

July 8—Dismissed, Robert J. Mairs, No. 2571 Seventh avenue, Inspector of Tenements, salary \$1,200 per annum. This dismissal to take effect at the close of business on July 6, 1907.

BOARD OF CITY MAGISTRATES, FIRST DIVISION.

July 9—At the regular meeting of the Board of City Magistrates of the First Division, City of New York, held at the Board room, June 24, 1907, the following named persons were appointed Police Clerks in and for the City Magistrates' Courts of the First Division (non-competitive class), each for a term of four years, commencing July 1, 1907, and ending June 30, 1911, at a yearly salary of two thousand five hundred dollars, to fill vacancies caused by the expiration of the terms of office of James McCabe, Courtney N. Kennelly, Henry P. Lewis, Ludwig F. Thoma, Eben Demarest, Philip Bloch and Laurence V. Conover, Jr., whose terms of office expired June 30, 1907:

James McCabe, to succeed James McCabe.

Philip Bloch, to succeed Philip Bloch.

Eben Demarest, to succeed Eben Demarest.

Courtney N. Kennelly, to succeed Henry P. Lewis.

Charles J. Crowley, to succeed Courtney N. Kennelly.

James F. Kennedy, to succeed Ludwig F. Thoma.

Albert Volgenau, to succeed Laurence V. Conover, Jr.



OFFICIAL DIRECTORY.

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

CITY OFFICES.

MAYOR'S OFFICE.

No. 5 City Hall, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 8020 Cortlandt.

GEORGE B. MCCLELLAN, Mayor.

Frank M. O'Brien, Secretary.

William A. Willis, Executive Secretary.

James A. Rierdon, Chief Clerk and Bond and Warrant Clerk.

BUREAU OF WEIGHTS AND MEASURES.

Room 7, City Hall, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 8020 Cortlandt.

Patrick Derry, Chief of Bureau.

BUREAU OF LICENSES.

9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 8020 Cortlandt.

John P. Corrigan, Chief of Bureau.

Principal Office, Room 1, City Hall. Gaetano D'Amato, Deputy Chief, Boroughs of Manhattan and The Bronx.

Branch Office, Room 12, Borough Hall, Brooklyn.

Daniel J. Griffin, Deputy Chief, Borough of Brooklyn.

Branch Office, Richmond Borough Hall, Room 23, New Brighton, S. I.; William R. Woelfe, Financial Clerk, Borough of Richmond.

Branch Office, Hackett Building, Long Island City, Borough of Queens.

AQUEDUCT COMMISSIONERS.

Room 207, No. 280 Broadway, 5th floor, 9 a. m. to 4 p. m.

Telephone, 1942 Worth.

The Mayor, the Comptroller, ex-officio, Commissioners John F. Cowan (President), William H. Ten Eyck, John J. Ryan and John P. Windolph; Harry W. Walker, Secretary; Walter H. Sears, Chief Engineer.

ARMORY BOARD.

The Mayor, George B. McClellan, Chairman; the President of the Department of Taxes and Assessments, Lawson Purdy; the President of the Board of Aldermen, Patrick F. McGowan; Brigadier-General James McLeer and Brigadier-General George Moore Smith, Commissioners.

Harrie Davis, Secretary, Room 6, Basement, Hall of Records, Chambers and Centre streets.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 3900 Worth.

ART COMMISSION.

City Hall, Room 21.

Telephone call, 1107 Cortlandt.

Robert W. de Forest, President; Walter Cook, Vice-President; Howard Mansfield, Secretary; A. Augustus Healy, President of the Brooklyn Institute of Arts and Sciences; George B. McClellan, Mayor of the City of New York; J. Pierpont Morgan, President of Metropolitan Museum of Art; John Bigelow, President of New York Public Library; F. D. Millet, Painter; John J. Boyle, Sculptor; John B. Pine.

Milo R. Maltbie, Assistant Secretary.

BELLEVUE AND ALLIED HOSPITALS.

Office, Bellevue Hospital.

Telephone, 4400 Madison Square.

Board of Trustees—Dr. John W. Brannan, President; James K. Paulding, Secretary; Leopold Stern, Theodore E. Tack, Arden M. Robbins, Myles Tierney, Samuel Sachs, Robert W. Hebbard, ex-officio.

BOARD OF ALDERMEN.

No. 11 City Hall, 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.

Telephone, 7560 Cortlandt.

Patrick F. McGowan, President.

P. J. Scully, City Clerk.

BOARD OF ASSESSORS.

Office, No. 320 Broadway, 9 a. m. to 4 p. m.; Saturdays, 12 m.

Antonio Zucca.

Paul Weimann.

James H. Kennedy.

William H. Jasper, Secretary.

Telephone, 29, 30 and 31 Worth.

BOARD OF ELECTIONS.

Headquarters, General Office, No. 107 West Forty first street.

Commissioners—John T. Dooling (President)

Charles B. Page (Secretary), John Maguire, Rudolph C. Fuller.

A. C. Allen, Chief Clerk.

BOROUGH OFFICES.

Manhattan.

No. 112 West Forty-second street.

William C. Baxter, Chief Clerk.

The Bronx.

One Hundred and Thirty-eighth street and Mott avenue (Solingen Building).

Cornelius A. Bunner, Chief Clerk.

Brooklyn.

No. 42 Court street (Temple Bar Building).

George Russell, Chief Clerk.

Queens.

No. 51 Jackson avenue, Long Island City.

Carl Voegel, Chief Clerk.

Richmond.

Borough Hall, New Brighton, S. I.

Alexander M. Ross, Chief Clerk.

All offices open from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.

The Mayor, Chairman; the Comptroller, President of the Board of Aldermen, President of the Borough of Manhattan, President of the Borough of Brooklyn, President of the Borough of The Bronx, President of the Borough of Queens, President of the Borough of Richmond.

OFFICE OF THE SECRETARY.

No. 277 Broadway. Room 1406. Telephone, 2280 Worth.

Joseph Haag, Secretary; William M. Lawrence, Assistant Secretary. Charles V. Adey, Clerk to Board.

OFFICE OF THE CHIEF ENGINEER.

Nelson P. Lewis, Chief Engineer, No. 277 Broadway, Room 1408. Telephone, 2281 Worth.

Arthur S. Tuttle, Engineer in charge Division of Public Improvements, No. 277 Broadway, Room 1408. Telephone, 2281 Worth.

Harry P. Nichols, Engineer in charge Division of Franchises, No. 277 Broadway, Room 801. Telephone, 2282 Worth.

BOARD OF EXAMINERS.

Rooms 6027 and 6028 Metropolitan Building, No. 1 Madison avenue, Borough of Manhattan, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 5840 Gramercy.

Warren A. Conover, Charles Buek, Lewis Harding, Charles G. Smith, Edward F. Croker, Henry R. Marshall and George A. Just, Chairman.

Edward V. Barton, Clerk.

Board meeting every Tuesday at 2 p. m.

BOARD OF REVISION OF ASSESSMENTS.

Herman A. Metz, Comptroller.

William B. Ellison, Corporation Counsel.

Lawson Purdy, President of the Department of Taxes and Assessments.

Henry J. Storrs, Chief Clerk, Finance Department, No. 280 Broadway.

Telephone, 6120 Franklin.

BOARD OF WATER SUPPLY.

Office, No. 299 Broadway.

J. Edward Simmons, Charles N. Chadwick, Charles A. Shaw, Commissioners.

Thomas Hassett, Secretary.

J. Waldo Smith, Chief Engineer.

COMMISSIONERS OF ACCOUNTS.

Rooms 114 and 115 Stewart Building, 280 Broadway, 9 a. m. to 4 p. m.

Telephone, 4315 Worth.

John C. Hertle, John Purroy Mitchell, Commissioners.

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.

Office of the Commission, Room 138, No. 280 Broadway (Stewart Building), Borough of Manhattan, New York City.

Commissioners—William E. Stillings, George C. Norton, Oscar S. Bailey.

Lamont McLoughlin, Clerk.

Regular advertised meetings on Monday, Wednesday and Friday of each week at 2 o'clock p. m.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.

City Hall, Rooms 11, 12; 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.

Telephone, 7560 Cortlandt.

P. J. Scully, City Clerk and Clerk of the Board of Aldermen.

Joseph F. Prendergast, First Deputy City Clerk.

Michael F. Blake, Chief Clerk of the Board of Aldermen.

Joseph V. Sculley, Clerk, Borough of Brooklyn.

Thomas J. McCabe, Deputy City Clerk, Borough of The Bronx.

William K. Zimmerman, Deputy City Clerk, Borough of Queens.

Joseph F. O'Grady, Deputy City Clerk, Borough of Richmond.

CITY RECORD OFFICE.

BUREAU OF PRINTING, STATIONERY AND BLANK BOOKS.

Supervisor's Office, Park Row Building, No. 21 Park Row. Entrance, Room 807, 9 a. m. to 4 p. m.

Saturdays, 9 a. m. to 12 m.

Telephone, 1505 and 1506 Cortlandt. Supply Room, No. 2 City Hall.

Patrick J. Tracy, Supervisor; Henry McMillen, Deputy Supervisor; C. McKemie, Secretary.

COMMISSIONER OF LICENSES.

Office, No. 277 Broadway.

John N. Bogart, Commissioner.

James P. Archibald, Deputy Commissioner.

John J. Caldwell, Secretary.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 2828 Worth.

COMMISSIONERS OF SINKING FUND.

George B. McClellan, Mayor, Chairman; Herman A. Metz, Comptroller; Patrick Keenan, Chamberlain; Patrick F. McGowan, President of the Board of Aldermen; and John R. Davies, Chairman Finance Committee, Board of Aldermen, Members; N. Taylor Phillips, Deputy Comptroller, Secretary.

Office of Secretary, Room 12, Stewart Building.

Telephone, 6120 Franklin.

DEPARTMENT OF BRIDGES.

Nos. 13-21 Park Row.

James W. Stevenson, Commissioner.

John H. Little, Deputy Commissioner.

Edgar E. Schiff, Secretary.

Office hours, 9 a. m. to 4 p. m.

Saturdays, 9 a. m. to 12 m.

Telephone, 6080 Cortlandt.

DEPARTMENT OF CORRECTION.

CENTRAL OFFICE.

No. 148 East Twentieth street. Office hours from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Telephone, 1047 Gramercy.

John V. Coggey, Commissioner.

George W. Meyer, Deputy Commissioner.

John B. Fitzgerald, Secretary.

DEPARTMENT OF DOCKS AND FERRIES.

Pier "A," N. R., Battery place.

Telephone, 300 Rector.

John A. Benschel, Commissioner.

Denis A. Judge, Deputy Commissioner.

Joseph W. Savage, Secretary.

Office hours, 9 a. m. to 4 p. m.; Saturdays, 12 m.

DEPARTMENT OF EDUCATION.

BOARD OF EDUCATION.

Park avenue and Fifty-ninth street, Borough of Manhattan, 9 a. m. to 5 p. m. (in the month of August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.

Telephone, 5580 Plaza.

Richard H. Adams, Richard B. Aldcroft, Jr.; Grosvenor H. Backus, Nicholas J. Barrett, Joseph E. Cosgrove, Francis P. Cannon, Thomas M. DeLaney, Samuel B. Donnelly, Horace E. Dresser, A. Leo Everett, Joseph Nicola Francolini, George Freifeld, John Greene, George J. Gillespie, Randolph Guggenheimer, George D. Hamlin, M. D.; Robert L. Harrison, Louis Haupt, M. D.; Thomas J. Higgins, Arthur Hollick, Charles H. Ingalls, Nathan S. Jonas, Hugo Kanzler, John C. Kelley, Alrick H. Man, Clement March, Mitchell Mav. Dennis J. McDonald, M. D.; Thomas J. O'Donohue, Frank H. Partridge, George E. Payne, Frank Lyon Polk, George W. Schaeble, Henry H. Sherman, Abraham Stern, M. Samuel Stern, Cornelius J. Sullivan, Rupert B. Thomas, John R. Thompson, George A. Vandenhoff, John A. Wilbur, William N. Wilmer, Frank D. Wilsey, George W. Wingate, Egerton L. Winthrop, Jr. members of the Board. (One vacancy).

Egerton L. Winthrop, Jr., President.

John Greene, Vice-President.

A. Emerson Palmer, Secretary.

Fred H. Johnson, Assistant Secretary.

C. B. J. Snyder, Superintendent of School Buildings.

Patrick Jones, Superintendent of School Supplies.

Henry R. M. Cook, Auditor.

Thomas A. Dillon, Chief Clerk.

Henry M. Leipziger, Supervisor of Lectures.

Claude G. Leland, Superintendent of Libraries.

Henry M. Devoe, Supervisor of Janitors.

CHARITABLE INSTITUTIONS DIVISION.
Daniel C. Potter, Chief Examiner of Accounts of Institutions, Room 38.

BUREAU OF THE CITY PAYMASTER.
No. 83 Chambers street and No. 65 Reade street.
John H. Timmerman, City Paymaster.

BUREAU OF ENGINEERING.
Stewart Building, Chambers street and Broadway,
Chandler Withington, Chief Engineer, Room 55.

REAL ESTATE BUREAU.
Thomas F. Byrnes, Mortimer J. Brown, Appraisers of Real Estate, Room 157.

BUREAU FOR THE COLLECTION OF TAXES.
Borough of Manhattan—Stewart Building, Room O.

David E. Austen, Receiver of Taxes.
John J. McDonough and William H. Loughran, Deputy Receivers of Taxes.
Borough of The Bronx—Municipal Building, Third and Tremont avenues.
John B. Underhill and Stephen A. Nugent, Deputy Receivers of Taxes.
Borough of Brooklyn—Municipal Building, Rooms 2-8.
James B. Bouck and John F. Regan, Deputy Receivers of Taxes.
Borough of Queens—Hackett Building, Jackson avenue and Fifth street, Long Island City.
George H. Creed and Mason O. Smedley, Deputy Receivers of Taxes.
Borough of Richmond—Borough Hall, St. George, New Brighton.
John De Morgan and F. Wilsey Owen, Deputy Receivers of Taxes.

BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS.

Borough of Manhattan—Stewart Building, Room 81.
Daniel Moynahan, Collector of Assessments and Arrears.
Richard E. Weldon, Deputy Collector of Assessments and Arrears.
Borough of The Bronx—Municipal Building, Rooms 1-3.
James J. Donovan, Jr., Deputy Collector of Assessments and Arrears.
Borough of Brooklyn—Mechanics' Bank Building, corner Court and Montague streets.
William E. Melody, Deputy Collector of Assessments and Arrears.
Borough of Queens—Hackett Building, Jackson avenue and Fifth street, Long Island City.
Patrick E. Leahy, Deputy Collector of Assessments and Arrears.
Borough of Richmond—Bay and Sand streets, Stapleton.
George Brand, Deputy Collector of Assessments and Arrears.

BUREAU FOR THE COLLECTION OF CITY REVENUE AND OF MARKETS.

Stewart Building, Chambers street and Broadway, Room 141.
John M. Gray, Collector of City Revenue and Superintendent of Markets.
James H. Baldwin, Deputy Collector of City Revenue.

David O'Brien, Deputy Superintendent of Markets.
BUREAU OF THE CITY CHAMBERLAIN.
Stewart Building, Chambers street and Broadway, Rooms 63 to 67.
James J. Martin, City Chamberlain.
John H. Campbell, Deputy Chamberlain.

DEPARTMENT OF HEALTH.

Southwest corner of Fifty-fifth street and Sixth avenue, Borough of Manhattan, 9 a. m. to 4 p. m.
Burial Permit and Contagious Disease Offices all ways open.
Telephone, 4900 Columbus.
Thomas Darlington, M. D., Commissioner of Health and President.
Alvah H. Doty, M. D., Theodore A. Bingham, Commissioners.
Eugene W. Scheffer, Secretary.
Herman M. Biggs, M. D., General Medical Officer.
James McC. Miller, Chief Clerk.
Charles F. Roberts, M. D., Sanitary Superintendent.
William H. Guilfooy, M. D., Registrar of Records.

Borough of Manhattan.

Walter Bense, M. D., Assistant Sanitary Superintendent; George A. Roberts, Assistant Chief Clerk.
Charles J. Burke, M. D., Assistant Registrar of Records.

Borough of The Bronx, No. 3731 Third avenue.

Charles F. Spencer, M. D., Acting Assistant Sanitary Superintendent; Ambrose Lee, Jr., Assistant Chief Clerk; Arthur J. O'Leary, M. D., Assistant Registrar of Records.

Borough of Brooklyn, Nos. 38 and 40 Clinton street.
Traverse R. Maxfield, M. D., Assistant Sanitary Superintendent; Alfred T. Metcalfe, Assistant Chief Clerk; S. J. Byrne, M. D., Assistant Registrar of Records.

Borough of Queens, Nos. 372 and 374 Fulton street, Jamaica.

John P. Moore, M. D., Assistant Sanitary Superintendent; George R. Crowley, Assistant Chief Clerk; Robert Campbell, M. D., Assistant Registrar of Records.

Borough of Richmond, Nos. 54 and 56 Water street, Stapleton, Staten Island.

John T. Sprague, M. D., Assistant Sanitary Superintendent; Charles E. Hoyer, Assistant Chief Clerk; J. Walter Wood, M. D., Assistant Registrar of Records.

DEPARTMENT OF PARKS.

Moses Herrman, Commissioner of Parks for the Boroughs of Manhattan and Richmond, and President Park Board.
M. F. Loughman, Secretary.
Offices, Arsenal, Central Park.
Michael J. Kennedy, Commissioner of Parks for the Boroughs of Brooklyn and Queens.
Offices, Litchfield Mansion, Prospect Park, Brooklyn.
Telephone, 2300 South.
Joseph I. Berry, Commissioner of Parks for the Borough of The Bronx.
Office, Zbrowski Mansion, Claremont Park.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 12 m. to 4 p. m.
Telephone, 998 Tremont.

DEPARTMENT OF PUBLIC CHARITIES.

CENTRAL OFFICE.
Foot of East Twenty-sixth street, 9 a. m. to 4 p. m. Saturdays, 12 m. to 4 p. m.
Telephone, 3350 Madison Square.
Robert W. Heberd, Commissioner.
Richard C. Baker, First Deputy Commissioner.

James J. McInerney, Second Deputy Commissioner for Brooklyn and Queens, Nos. 327 to 331 Schermerhorn street, Brooklyn.
Jeremiah Connelly, Superintendent for Richmond Borough, Borough Hall, St. George, Staten Island.
Plans and Specifications, Contracts, Proposals and Estimates for Work and Materials for Building, Repairs and Supplies, Bills and Accounts, 9 a. m. to 4 p. m. Saturdays, 12 m.
Bureau of Dependent Adults, foot of East Twenty-sixth street. Office hours, 8:30 a. m. to 4 p. m.
The Children's Bureau, No. 66 Third avenue. Office hours, 8:30 a. m. to 4 p. m.

DEPARTMENT OF STREET CLEANING.

Nos. 13 to 21 Park row, 9 a. m. to 4 p. m.
Telephone, 3863 Cortlandt.
Walter Bense, Commissioner.
William H. Edwards, Deputy Commissioner.
John J. O'Brien, Chief Clerk.

DEPARTMENT OF TAXES AND ASSESSMENTS.

Hall of Records, corner of Chambers and Centre streets. Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Commissioners Lawson Purdy, President, Frank Raymond, Nicholas Muller, James H. Tully, Charles Putzel, Thomas L. Hamilton.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Nos. 13 to 21 Park row, 9 a. m. to 4 p. m.
Telephones, Manhattan, 820 Cortlandt; Brooklyn, 380 Main; Queens, 439 Greenpoint; Richmond, 94 Tompkinsville; Bronx, 62 Tremont.
John H. O'Brien, Commissioner.
Frank J. Goodwin, Deputy Commissioner.
John F. Garvey, Secretary to Department.
I. M. de Varona, Chief Engineer.
George W. Birdsall, Consulting Hydraulic Engineer.
George F. Sever, Consulting Electrical Engineer.
Charles F. Lacombe, Chief Engineer of Light and Power.
Michael C. Padden, Water Register, Manhattan.
William A. Hawley, Secretary to Commissioner.
William C. Cozier, Deputy Commissioner, Borough of Brooklyn, Municipal Building, Brooklyn.
John W. McKay, Acting Chief Engineer, Brooklyn.
William R. McGuire, Water Register, Brooklyn.
Michael Hecht, Deputy Commissioner, Borough of The Bronx, Crotona Park Building, One Hundred and Seventy-seventh street and Third avenue.
Thomas M. Lynch, Water Register The Bronx.
Charles C. Wissel, Deputy Commissioner, Borough of Queens, Hackett Building, Long Island City.
Edward I. Miller, Deputy Commissioner, Borough of Richmond, Borough Hall, St. George, S. I.
John W. McKay, Acting Chief Engineer, Borough of Richmond, Borough Hall, St. George, S. I.

EXAMINING BOARD OF PLUMBERS.

Robert McCabe, President; John J. Moore, Secretary; John Todd, Treasurer; ex-officio, Horace Loomis and Matthew E. Healy.
Rooms 14, 15 and 16 Aldrich Building, Nos. 149 and 151 Church street.
Office open during business hours every day in the year except legal holidays. Examinations are held on Monday, Wednesday and Friday after 1 p. m.

FIRE DEPARTMENT.

Office hours for all, except where otherwise noted, 9 a. m. to 4 p. m.; Saturdays, 12 m.

HEADQUARTERS.

Nos. 157 and 159 East Sixty-seventh street, Manhattan.
Telephone, 2230 Plaza, Manhattan; 2356 Main Brooklyn.
Francis J. Lantry, Commissioner.
Hugh Bonner, Deputy Commissioner.
Charles C. Wise, Deputy Commissioner, Boroughs of Brooklyn and Queens.
Alfred M. Downes, Secretary; Michael J. Healion, Secretary to the Commissioner; George F. Dobson, Jr., Secretary to the Deputy Commissioner, Boroughs of Brooklyn and Queens.
Edward F. Croker, Chief of Department.
Thomas Lally, Deputy Chief of Department in charge, Boroughs of Brooklyn and Queens.
Franz S. Wolf, Oil Surveyor, temporarily in charge of Bureau of Combustibles, Nos. 157 and 159 East Sixty-seventh street, Manhattan.
John W. Trim, Clerk, temporarily in charge, Boroughs of Brooklyn and Queens, Nos. 365 and 367 Jay street, Brooklyn.
Peter Seery, Fire Marshal, Boroughs of Manhattan, The Bronx and Richmond.
William L. Beers, Fire Marshal, Boroughs of Brooklyn and Queens.
Andrew P. Martin, Inspector in charge of Fire Alarm Telegraph Bureau.
William T. Beggin, Chief of Battalion in charge Bureau of Violations and Auxiliary Fire Appliances, Boroughs of Manhattan, The Bronx and Richmond, Nos. 157 and 159 East Sixty-seventh street, Manhattan.
John W. Trim, Clerk, temporarily in charge, Boroughs of Brooklyn and Queens, Nos. 365 and 367 Jay street, Brooklyn.
Peter Seery, Fire Marshal, Boroughs of Manhattan, The Bronx and Richmond.
William L. Beers, Fire Marshal, Boroughs of Brooklyn and Queens.
Andrew P. Martin, Inspector in charge of Fire Alarm Telegraph Bureau.
William T. Beggin, Chief of Battalion in charge Bureau of Violations and Auxiliary Fire Appliances, Boroughs of Manhattan, The Bronx and Richmond, Nos. 157 and 159 East Sixty-seventh street, Manhattan.
John W. Trim, Clerk, temporarily in charge, Boroughs of Brooklyn and Queens, Nos. 365 and 367 Jay street, Brooklyn.
Central Office open at all hours.

LAW DEPARTMENT.

OFFICE OF CORPORATION COUNSEL.
Hall of Records, Chambers and Centre streets, 6th, 7th and 8th floors, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3900 Worth.
William B. Ellison, Corporation Counsel.
Assistants—Theodore Connolly, George L. Sterling, Charles D. Olenford, James T. Malone, George S. Coleman, William P. Burr, Charles N. Harris, John L. O'Brien, Terence Farley, Franklin Chase Hoyt, Cornelius F. Collins, Edwin J. Freedman, John C. Breckinridge, Louis H. Hahlo, Frank B. Pierce, Stephen O'Brien, Charles A. O'Neil, John F. O'Brien, Edward S. Malone, William B. Crowell, Richard H. Mitchell, John Widdicombe, James P. Keenan, Thomas F. Byrne, Andrew T. Campbell, Jr., Arthur Sweeney, George P. Nicholson, Alfred W. Booraem, William H. King, Thomas F. Noonan, Josiah A. Stover, Curtis A. Peters, Charles McIntyre, Royal E. T. Riggs, Solon Berrick, J. Gabriel Britt, William J. Clarke, Francis J. Byrne, Francis X. McQuade, Edmund C. Viemeister, John W. Goff, Jr., Leonce Fuller, Charles W. Miller, J. Townsend Burden, Jr., William H. Doherty, Francis Martin, Frank E. Smith, Henry W. Mayo.
Secretary to the Corporation Counsel—David Ryan.
Chief Clerk—Andrew T. Campbell.

BROOKLYN OFFICE.

Borough Hall, 2d floor, 9 a. m. to 5 p. m., Saturdays, 9 a. m. to 12 m.
Telephone, 2048 Main.
James D. Bell, Assistant in charge.

BUREAU OF STREET OPENINGS.

No. 90 West Broadway, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 890 Cortlandt.
John P. Dunn, Assistant in charge.

BUREAU FOR THE RECOVERY OF PENALTIES.
No. 119 Nassau street, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 426 Cortlandt.
Herman Stiefel, Assistant in charge.

BUREAU FOR THE COLLECTION OF ARREARS OF PERSONAL TAXES.

No. 280 Broadway, 5th floor. Office hours for public, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 4585 Worth.
Geo. O'Reilly, Assistant in charge.

TENEMENT HOUSE BUREAU AND BUREAU OF BUILDINGS.

No. 44 East Twenty-third street, 9 a. m. to 5 p. m. Saturdays, 9 a. m. to 12 m.
Telephone, 1961 Gramercy.
John P. O'Brien, Assistant in charge.

METROPOLITAN SEWERAGE COMMISSION.

Office, No. 17 Battery Place. Daniel Lewis, President, Olin H. Landreth, George A. Soper, Andrew J. Provost, Jr., Secretary, James H. Fuertes, Commissioners.
Telephone, 1694 Rector.

MUNICIPAL CIVIL SERVICE COMMISSION.

No. 209 Broadway, 9 a. m. to 4 p. m.
William F. Baker, R. Ross Appleton, Frank L. Polk.
Frank A. Spencer, Secretary.
Labor Bureau.

No. 51 Lafayette street (old No. 61 Elm street).
Telephone, 2140 Worth.

MUNICIPAL EXPLOSIVES COMMISSION.

Nos. 157 and 159 East Sixty-seventh street, Headquarters Fire Department.
Hugh Bonner, Deputy Fire Commissioner and Chairman; William Montgomery, John Sherry, C. Andrade, Jr., Abram A. Breneman.
Franz S. Wolf, Secretary, No. 157 East Sixty-seventh street.
Stated meetings, Tuesday of each week, at 3 p. m. Telephone, 640 Plaza.

POLICE DEPARTMENT.

CENTRAL OFFICE.

No. 300 Mulberry street, 9 a. m. to 4 p. m.
Telephone, 3100 Spring.
Theodore A. Bingham, Commissioner.
Arthur I. O'Keefe, First Deputy Commissioner.
Frederick H. Bugher, Second Deputy Commissioner.
Bert Hanson, Third Deputy Commissioner.
Daniel G. Slattery, Secretary to Commissioner.
William H. Kipp, Chief Clerk.

TENEMENT HOUSE DEPARTMENT.

Manhattan Office, No. 44 East Twenty-third street.
Telephone, 531 Gramercy.
Edmond J. Butler, Commissioner.
Harry G. Darwin, First Deputy Commissioner.
Brooklyn Office, Temple Bar Building, No. 44 Court street.
Telephone, 3825 Main.
John McKeown, Second Deputy Commissioner.
Bronx Office, Nos. 2804, 2806 and 2808 Third avenue.
Telephone, 667 Melrose.
William B. Calvert, Superintendent.

BOROUGH OFFICES.

BOROUGH OF THE BRONX.

Office of the President, corner Third avenue and One Hundred and Seventy-seventh street; 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Louis F. Haffen, President.
Henry A. Gumbleton, Secretary.
John F. Murray, Commissioner of Public Works.
Peter J. Stumpf, Assistant Commissioner of Public Works.
Josiah A. Briggs, Chief Engineer.
Frederick Greiffenberg, Principal Assistant Topographical Engineer.
Charles H. Graham, Engineer of Sewers.
Samuel C. Thompson, Engineer of Highways.
Patrick J. Reville, Superintendent of Buildings.
John A. Mason, Assistant Superintendent of Buildings.
Martin Geiszler, Superintendent of Highways.
Albert H. Liebenau, Superintendent of Public Buildings and Offices.
Telephone, 66 Tremont.

BOROUGH OF BROOKLYN.

President's Office, Nos. 15 and 16 Borough Hall, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Bird S. Coler, President.
Charles Frederick Adams, Secretary.
John A. Heffernan, Private Secretary.
Desmond Dunne, Commissioner of Public Works.
Durbin Van Vleck, Assistant Commissioner of Public Works.
David F. Moore, Superintendent of Buildings.
Thomas R. Farrell, Superintendent of the Bureau of Highways.
James Dunne, Superintendent of the Bureau of Sewers.
Joseph M. Lawrence, Superintendent of the Bureau of Public Buildings and Offices.

BOROUGH OF MANHATTAN.

Office of the President, Nos. 14, 15 and 16 City Hall, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
John F. Ahearn, President.
Bernard Downing, Secretary.
Henry S. Thompson, Commissioner of Public Works.
Edward S. Murphy, Superintendent of Buildings.
James J. Hagan, Assistant Commissioner of Public Works.
George F. Scannell, Superintendent of Highways.
William J. Boyhan, Superintendent of Sewers.

BOROUGH OF QUEENS.

President's Office, Borough Hall, Jackson avenue and Fifth street, Long Island City; 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Joseph Bernier, President.
Herman Ringe, Secretary.
Lawrence Gresser, Commissioner of Public Works.
Alfred Denton, Assistant Commissioner of Public Works.
James P. Hicks, Superintendent of Highways.
Carl Berger, Superintendent of Buildings.
Joseph H. De Bragg, Superintendent of Sewers.
Lucien Knapp, Superintendent of Street Cleaning.
Office, No. 48 Jackson avenue, Long Island City.
Matthew J. Goldner, Superintendent of Public Buildings and Offices, Office, Town Hall, Jamaica.
Robert R. Crowell, Engineer Topographical Bureau. Office, No. 254 Jackson avenue, Long Island City.
Telephone, 1900 Greenpoint.

BOROUGH OF RICHMOND.

President's Office, New Brighton, Staten Island.
George Cromwell, President.
Maybury Fleming, Secretary.
Louis Lincoln Tribus, Consulting Engineer and Acting Commissioner of Public Works.
John Seaton, Superintendent of Buildings.
H. E. Buel, Superintendent of Highways.
John T. Fetherston, Superintendent of Street Cleaning.
Ernest H. Seehusen, Superintendent of Sewers.
John Timlin, Jr., Superintendent of Public Buildings and Offices.
George W. Tuttle, Principal Assistant Engineer, Bureau of Engineering—Topographical.
Theodor S. Oxholm, Principal Assistant Engineer, Bureau of Engineering—Construction.
Offices—Borough Hall, New Brighton, N. Y., 9 a. m. to 4 p. m. Saturdays, 9 a. m. to 12 m.
Telephone, 1000 Tompkinsville.

CORONERS.

Borough of The Bronx—Corner of Third avenue and One Hundred and Seventy-seventh street. Telephone, 1250 Tremont and 3415 Harlem.
Robert F. McDonald, A. F. Schwanneck.
William T. Austin, Chief Clerk.
Borough of Brooklyn—Office, Room 11, Borough Hall. Telephone, 4004 Main and 4005 Main.
Henry J. Brewer, M. D., John F. Kennedy.
Joseph McGuinness, Chief Clerk.
Open all hours of the day and night.
Borough of Manhattan—Office, Criminal Courts Building, Centre and White streets. Open at all times of the day and night.
Coroners: Julius Harburger, Peter P. Acritelli, George F. Shady, Jr., Peter Dooley.
Julius Harburger, President Board of Coroners.
Jacob E. Bausch, Chief Clerk.
Telephones, 1004, 5057, 5058 Franklin.
Borough of Queens—Office, Borough Hall, Fulton street, Jamaica, L. I.
Samuel D. Nutt, Alfred S. Ambler.
Martin Mager, Jr., Chief Clerk.
Office hours, from 9 a. m. to 10 p. m.
Borough of Richmond—Second street, New Brighton. Open for the transaction of business all hours of the day and night.
Matthew J. Cahill.

COUNTY OFFICES.

NEW YORK COUNTY.

COMMISSIONER OF JURORS.

Room 127, Stewart Building, Chambers street and Broadway, 9 a. m. to 4 p. m.
Thomas Allison, Commissioner.
Matthew F. Neville, Assistant Commissioner.
Frederick P. Simpson, Assistant Commissioner.
Frederick O'Byrne, Secretary.

COMMISSIONER OF RECORDS.

Office, New County Court-house.
William S. Andrews, Commissioner.

COUNTY CLERK.

Nos. 8, 9, 10 and 11 New County Court-house
Office hours from 9 a. m. to 4 p. m.
Peter J. Dooling, County Clerk.
John F. Curry, Deputy.
Joseph J. Glennen, Secretary.
Telephone, 870 Cortlandt.

DISTRICT ATTORNEY.

Building for Criminal Courts, Franklin and Centre streets.
Office hours from 9 a. m. to 5 p. m.; Saturdays 9 a. m. to 12 m.
William Travers Jerome, District Attorney.
John A. Henneberry, Chief Clerk.

PUBLIC ADMINISTRATOR.

No. 119 Nassau street, 9 a. m. to 4 p. m.
William M. Hoes, Public Administrator.
Telephone, 6376 Cortlandt.

REGISTER.

Hall of Records. Office hours from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.
Frank Gass, Register.
William H. Sinnott, Deputy Register.
Telephone, 3900 Worth.

SHERIFF.

No. 299 Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Nicholas J. Hayes, Sheriff.
A. J. Johnson, Under Sheriff.
Telephone, 4984 Worth.

SURROGATE.

Hall of Records. Court open from 9 a. m. to 4 p. m., except Saturday, when it closes at 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.
Frank T. Fitzgerald, Abner C. Thomas, Surrogates; William V. Leary, Chief Clerk.

KINGS COUNTY.

COMMISSIONER OF JURORS.

5 County Court-house.
Jacob Brenner, Commissioner.
Jacob A. Livingston, Deputy Commissioner.
Albert B. Waldron, Secretary.
Office hours from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m.
Office hours during July and August, 9 a. m. to 2 p. m.; Saturdays, from 9 a. m. to 12 m.
Telephone, 1454 Main.

COMMISSIONER OF RECORDS.

Hall of Records.
Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
John K. Neal, Commissioner.
Jesse D. Frost, Deputy Commissioner.
Thomas D. Mossrop, Superintendent.
William J. Beattie, Assistant Superintendent.

COUNTY CLERK.

Hall of Records, Brooklyn. Office hours, 9 a. m. to 4 p. m.; during months of July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Charles T. Hartzheim, County Clerk.
Bela Tokaji, Deputy County Clerk.
James P. Kohler, Assistant Deputy County Clerk.
Robert Stewart, Counsel.
Telephone call, 4930 Main.

COUNTY COURT, KINGS COUNTY.

County Court-house, Brooklyn, Rooms 10, 17, 18, 22 and 23. Court opens at 10 a. m. daily and sits until business is completed. Part I., Room No. 23; Part II., Room No. 10, Court-house. Clerk's Office, Rooms 17, 18 and 22, open daily from 9 a. m. to 4 p. m.; Saturdays, 12 m.

Norman S. Dike and Lewis L. Fawcett, County Judges.

Charles S. Devoy, Chief Clerk.

Telephone, 4154 and 4155 Main.

DISTRICT ATTORNEY.

Office, County Court-house, Borough of Brooklyn. Hours, 9 a. m. to 5 p. m.

John F. Clarke, District Attorney.

PUBLIC ADMINISTRATOR.

No. 44 Court street (Temple Bar), Brooklyn. 9 a. m. to 5 p. m.

Charles E. Teale, Public Administrator

REGISTER.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August; then from 9 a. m. to 2 p. m., provided for by statute.

Alfred J. Boulton, Register.

SHERIFF.

County Court-house, Brooklyn, N. Y. 9 a. m. to 4 p. m.; Saturdays, 12 m.

Michael J. Flaherty, Sheriff.

SURROGATE.

Hall of Records, Brooklyn, N. Y.

James C. Church, Surrogate.

William P. Pickett, Clerk of the Surrogate's Court.

Court opens at 10 a. m. Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

QUEENS COUNTY.**COMMISSIONER OF JURORS.**

Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Queens County Court-house, Long Island City.

John P. Balbert, Commissioner of Jurors.

Rodman Richardson, Assistant Commissioner.

COUNTY CLERK.

Jamaica, Fourth Ward, Borough of Queens, City of New York.

Office open, April 1 to October 1, 8 a. m. to 5 p. m.; October 1 to April 1, 9 a. m. to 5 p. m.; Saturdays throughout year until 12 noon.

John Niederstein, County Clerk.

Henry J. Walter, Jr., Deputy County Clerk.

Charles Mahler, Assistant Deputy County Clerk.

Frank C. Klingenstein, Secretary.

Telephone, 151 Jamaica.

COUNTY COURT.

Temporary County Court-house, Long Island City. County Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September. Special Terms each Saturday, except during August.

County Judge's office always open at No. 336 Fulton street, Jamaica, N. Y.

Burt J. Humphrey, County Judge.

DISTRICT ATTORNEY.

Office, Queens County Court-house, Long Island City, 9 a. m. to 5 p. m.

Ira G. Darrin, District Attorney.

PUBLIC ADMINISTRATOR.

No. 17 Cook avenue, Elmhurst.

John T. Robinson, Public Administrator, County of Queens.

SHERIFF.

County Court-house, Long Island City, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

Herbert S. Harvey, Sheriff.

John M. Phillips, Under Sheriff.

SURROGATE.

Daniel Noble, Surrogate.

Office at Jamaica.

Except on Sundays, holidays and half-holidays, the office is open between March 31 and October 1 from 8 a. m. to 5 p. m.; on Saturdays, from 8 a. m. to 12 m.; between September 30 and April 1, from 9 a. m. to 5 p. m.; on Saturdays, from 9 a. m. to 12 m.

The calendar is called on Tuesday of each week at 10 a. m., except during the month of August, when no court is held, and the court sits every day thereafter until all contested cases have been disposed of.

RICHMOND COUNTY.**COMMISSIONER OF JURORS.**

Village Hall, Stapleton.

Charles J. Kullman, Commissioner.

John J. McCaughey, Assistant Commissioner.

Office open from 9 a. m. until 4 p. m.; Saturdays from 9 a. m. to 12 m.

COUNTY CLERK.

County Office Building, Richmond, S. I., 9 a. m. to 4 p. m.

C. L. Bostwick, County Clerk.

County Court-house, Richmond, S. I., 9 a. m. to 4 p. m.

COUNTY JUDGE AND SURROGATE.

Terms of Court, Richmond County, 1907.

County Courts—Stephen D. Stephens, County Judge.

First Monday of June, Grand and Trial Jury.

First Monday of December, Grand and Trial Jury.

Fourth Wednesday of January, without a Jury.

Fourth Wednesday of February, without a Jury.

Fourth Wednesday of March, without a Jury.

Fourth Wednesday of April, without a Jury.

Fourth Wednesday of July, without a Jury.

Fourth Wednesday of September, without a Jury.

Fourth Wednesday of October, without a Jury.

Surrogate's Court—Stephen D. Stephens, Surrogate.

Mondays at the Borough Hall, St. George, 10.30 o'clock a. m.

Tuesdays at the Borough Hall, St. George, at 10.30 o'clock a. m.

Wednesdays at the Surrogate's Office, Richmond, at 10.30 o'clock a. m.

DISTRICT ATTORNEY.

No. 400 Richmond Terrace, New Brighton, S. I. Office hours, from 9 a. m. to 12 m., and 1 p. m. to 5 p. m.

John J. Kenney, District Attorney.

J. Harry Tiernan, Assistant District Attorney.

SHERIFF.

County Court-house, Richmond, S. I. Office hours, 9 a. m. to 4 p. m.

Joseph J. Barth, Sheriff.

John J. Schoen, Under Sheriff.

THE COURTS.**APPELLATE DIVISION OF THE SUPREME COURT.****FIRST JUDICIAL DEPARTMENT.**

Court-house, Madison avenue, corner Twenty-fifth street. Court opens at 1 p. m.

Edward Patterson, Presiding Justice, George L. Ingraham, Chester B. McLaughlin, Frank C. Laughlin, John Proctor Clarke, James W. Houghton, Francis M. Scott and John S. Lambert, Justices; Alfred Wagstaff, Clerk; William Lamb, Deputy Clerk.

Clerk's Office open at 9 a. m.

SUPREME COURT—FIRST DEPARTMENT.

County Court-house, Chambers street. Court open from 10.15 a. m. to 4 p. m.

Special Term, Part I. (motions), Room No. 15.

Special Term, Part II. (ex-parte business), Room No. 13.

Special Term, Part III., Room No. 19.

Special Term, Part IV., Room No. 20.

Special Term, Part V., Room No. 33.

Special Term, Part VI. (Elevated Railroad cases), Room 31.

Trial Term, Part II., Room No. 34.

Trial Term, Part III., Room No. 22.

Trial Term, Part IV., Room No. 21.

Trial Term, Part V., Room No. 24.

Trial Term, Part VI., Room No. 35.

Trial Term, Part VII., Room No. 23.

Trial Term, Part VIII., Room No. 27.

Trial Term, Part IX., Room No. 26.

Trial Term, Part X., Room No. 28.

Trial Term, Part XI., Room No. 37.

Trial Term, Part XII., Room No. 26.

Trial Term, Part XIII., and Special Term, Part VII., Room No. 35.

Appellate Term, Room No. 29.

Naturalization Bureau, Room No. 38, third floor.

Assignment Bureau, room on third floor.

Clerks in attendance from 10 a. m. to 4 p. m.

Clerk's Office, Special Term, Part I. (motions), Room No. 15.

Clerk's Office, Special Term, Part II. (ex-parte business), room southwest corner, mezzanine floor.

Clerk's Office, Special Term, Calendar, room southeast corner, second floor.

Clerk's Office, Trial Term, Calendar, room northeast corner, second floor, east.

Clerk's Office, Appellate Term, room southwest corner, third floor.

Trial Term, Part I. (criminal business).

Criminal Court-house, Centre street.

Justices—Charles H. Truax, Charles F. MacLean, Henry Bischoff, Jr., Leonard A. Giegerich, P. Henry Dugro, Henry A. Gildersleeve, James Fitzgerald, David Leventritt, James A. O'Gorman, James A. Blanchard, Edward S. Clinch, Samuel Greenbaum, Edward E. McCall, Edward B. Amend, Vernon M. Davis, Victor J. Dowling, Joseph Newburger, M. Linn Bruce, John W. Goff, Samuel Seabury, M. Warley Platzek, Peter A. Hendrick, John Ford, Charles W. Dayton, John J. Brady, Mitchell L. Erlanger, Charles L. Guy.

Telephone, 4580 Cortlandt.

SUPREME COURT—SECOND DEPARTMENT.

Kings County Court-house, Borough of Brooklyn N. Y.

Court open daily from 10 o'clock a. m. to 5 o'clock p. m. Seven jury trial parts. Special Term for Trials. Special Term for Motions.

James F. McGee, General Clerk.

Telephone, 6970 Main.

CRIMINAL DIVISION—SUPREME COURT.

Building for Criminal Courts, Centre, Elm, White and Franklin streets.

Court opens at 10.30 a. m.

Peter J. Dooling, Clerk; Edward R. Carroll, Special Deputy to the Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Telephone, 6064 Franklin.

COURT OF GENERAL SESSIONS.

Held in the Building for Criminal Courts, Centre, Elm, White and Franklin streets.

Court opens at 10 a. m.

Thomas C. T. Crain, City Judge; Francis S. McAvoy, Recorder; Otto A. Rosalsky, Warren W. Foster and Thomas C. O'Sullivan, Judges of the Court of General Sessions. Edward K. Carroll, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

During July and August Clerk's office will close at 2 p. m., and on Saturdays at 12 m.

CITY COURT OF THE CITY OF NEW YORK.

No. 32 Chambers street, Brownstone Building, City Hall Park, from 10 a. m. to 4 p. m.

Part I.

Part II.

Part III.

Part IV.

Part V.

Special Term Chambers will be held from 10 a. m. to 4 p. m.

Clerk's Office open from 9 a. m. to 4 p. m.

Edward F. O'Dwyer, Chief Justice; John Henry McCarty, Lewis J. Conlan, Theodore F. Hascall, Francis B. Delehanty, Joseph I. Green, William H. Wadhams, Justices. Thomas F. Smith, Clerk.

Telephone, 6142 Cortlandt.

COURT OF SPECIAL SESSIONS.

Building for Criminal Courts, Centre street between Franklin and White streets, Borough of Manhattan.

Court opens at 10 a. m.

Justices—First Division—John B. McKean, William E. Wyatt, Willard H. Olmstead, Joseph M. Deuel, Lorenz Zeller, John B. Mayo, Charles W. Culkin, Clerk; William M. Fuller, Deputy Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Second Division—Trial Days—No. 171 Atlantic avenue, Brooklyn, Mondays, Wednesdays and Fridays at 10 o'clock; Town Hall, Jamaica, Borough of Queens, Tuesday at 10 o'clock; Town Hall, New Brighton, Borough of Richmond, Thursday at 10 o'clock.

Justices—Howard J. Forker, Patrick Keady, John Fleming, Thomas W. Fitzgerald, Robert J. Wilkin, George J. O'Keefe; Joseph L. Kerrigan, Clerk; John J. Dorman, Deputy Clerk.

Clerk's Office, No. 171 Atlantic avenue, Borough of Brooklyn, open from 9 a. m. to 4 p. m.

CHILDREN'S COURT.

First Division—No. 66 Third avenue, Manhattan, Edmund C. Lee, Clerk.

Second Division—No. 102 Court street, Brooklyn James P. Sinnott, Clerk.

CITY MAGISTRATES' COURT.**First Division.**

Court opens from 9 a. m. to 4 p. m.

City Magistrates—Robert C. Cornell, Leroy B. Crane, Peter T. Barlow, Matthew P. Breen, Charles S. Whitman, Joseph F. Moss, James J. Walsh, Henry Steiner, Daniel E. Finn, Charles G. F. Wahle, Frederick B. House, Charles N. Harris, Frederic Kernochan, Arthur C. Butts.

James McCabe, Secretary, One Hundred and Twenty-fifth street and Sixth avenue.

First District—Criminal Court Building.

Second District—Jefferson Market.

Third District—No. 69 Essex street.

Fourth District—Fifty-seventh street, near Lexington avenue.

Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.

Sixth District—One Hundred and Sixty-first street and Brook avenue.

Seventh District—Fifty-fourth street, west of Eighth avenue.

Eighth District—Main street, Westchester.

Second Division.**Borough of Brooklyn.**

City Magistrates—Alfred E. Steers, A. V. B. Voorhees, Jr., James G. Tighe, Edward J. Dooley, John Naumer, E. G. Higginbotham, Frank E. O'Reilly, Henry J. Furlong, John F. Hyland, Alexander H. Gelsmar.

President of the Board, Frank E. O'Reilly, No. 249 Manhattan avenue.

Secretary to the Board, William F. Delaney, No. 495 Gates avenue.

First District—No. 318 Adams street.

Second District—Court and Butler streets.

Third District—Myrtle and Vanderbilt avenues.

Fourth District—Lee avenue and Clymer street.

Fifth District—Manhattan avenue and Powers street.

Sixth District—No. 495 Gates avenue.

Seventh District—No. 31 Snider avenue (Flatbush).

Eighth District—West Eighth street (Coney Island).

Ninth District—Fifth avenue and Twenty-third street.

Tenth District—133 New Jersey avenue.

Borough of Queens.

City Magistrates—Matthew J. Smith, Luke I. Connorton, Edmund J. Healy.

First District—Long Island City.

Second District—Flushing.

Third District—Far Rockaway.

Borough of Richmond.

City Magistrates—John Croak, Nathaniel Marsh.

First District—New Brighton, Staten Island.

Second District—Stapleton, Staten Island.

MUNICIPAL COURTS.**Borough of Manhattan.**

First District—Third, Fifth and Eighth Wards and all that part of the First Ward lying west of Broadway and Whitehall street, including Governor's Island, Bedloe's Island, Ellis Island and the Oyster Islands. New Court-house, No. 128 Prince street, corner of Wooster street.

Wauhope Lynn, Justice. Thomas O'Connell, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Telephone, 1371 Spring.

Second District—Second, Fourth, Sixth and Fourteenth Wards, and all that portion of the First Ward lying south and east of Broadway and Whitehall street. Court-room, No. 59 Madison street.

John Hoyer, Justice. Francis Mangin, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Court opens daily at 9 a. m., and remains open until daily calendar is disposed of and close of the daily business, except on Sundays and legal holidays.

Telephone, 2410 Orchard.

Third District—Ninth and Fifteenth Wards. Court-room, southwest corner Sixth avenue and West Tenth street. Court opens daily (Sundays and legal holidays excepted), from 9 a. m. to 4 p. m.

William F. Moore, Justice. Daniel Williams, Clerk.

Telephone, 2513 Chelsea.

Fourth District—Tenth and Seventeenth Wards. Court-room, No. 30 First street, corner Second avenue. Clerk's Office open daily from 9 a. m. to 4 p. m. Court opens 9 a. m. daily, and remains open to close of business.

George F. Roesch, Justice. Andrew Lang, Clerk.

Telephone, 4053 Orchard.

Fifth District—The Fifth District embraces the Eleventh Ward and all that portion of the Thirteenth Ward which lies east of the centre line of Norfolk street and north of the centre line of Grand street and west of the centre line of Pitt street and north of the centre line of Delancey street and northwest of Clinton street to Rivington street, and on the centre line of Rivington street south to Norfolk street. Court-room, No. 154 Clinton street.

Benjamin Hoffman, Justice. Thomas Fitzpatrick, Clerk.

Telephone, 2326 Orchard.

Sixth District—Eighteenth and Twenty-first Wards. Court-room, northwest corner Twenty-third street and Second avenue. Court opens at 9 a. m. daily (except legal holidays), and continues open until close of business.

Henry W. Unger, Justice. Abram Bernard, Clerk.

Telephone, 4570 Gramercy.

Seventh District—That portion of Nineteenth Ward east of Lexington avenue, bounded on the south by the north side of East Fortieth street and on the north by the south side of East Eighty-sixth street, also that portion bounded on the south by the north side of East Sixty-first street, on the west by the east side of Park avenue, and on the north by the south side of East Sixty-fifth street. Court-room, No. 151 East Fifty-seventh street. Court opens every morning at 9 o'clock (except Sundays and legal holidays), and continues open to close of business.

Herman Joseph, Justice. Edward A. McQuade, Clerk.

Telephone, 3860 Plaza.

Eighth District—Sixteenth and Twentieth Wards. Court-room, northwest corner Twenty-third street and Eighth avenue. Court opens at 9 a. m. and continues open until close of business. Summary proceedings and return causes called at 9 a. m. Calendar causes, 9 a. m.

Clerk's Office open from 9 a. m. to 4 p. m., and on Saturdays until 12 m.

Trial days and Return days, each Court day.

James W. McLaughlin, Justice. Henry Merzbach, Clerk.

Telephone, 2665 Chelsea.

Ninth District—Twelfth Ward, except that portion thereof which lies west of the centre line of Lenox or Sixth avenue and of the Harlem river, north of the terminus of Lenox avenue. Court-room, No. 170 East One Hundred and Twenty-first street, southeast corner of Sylvan place. Court opens every morning at 9 o'clock (except Sundays and legal holidays), and continues open to close of business.

Joseph P. Fallon, Justice. William J. Kennedy, Clerk.

Clerk's office open from 9 a. m. to 4 p. m.

Telephone, 3595 Harlem.

Tenth District—The Tenth District embraces that portion of the Twenty-second Ward south of Seventieth street, west of Central Park West to Fifty-ninth street, east on Fifty-ninth street to Seventh avenue, south on Seventh avenue to Fifty-third street, west on Fifty-third street to Eighth avenue, south on Eighth avenue to Fortieth street, north side to Hudson river. Court-room, No. 314 West Fifty-fourth street. Court open from 9 a. m. to 4 p. m., Sundays and legal holidays excepted.

Thomas E. Murray, Justice. Michael Skelly, Clerk.

Telephone, 1890 Columbus.

Eleventh District—The Eleventh District embraces that portion of the Twelfth Ward which lies north of the centre line of West One Hundred and Tenth street, between Lenox avenue and Seventh avenue, north of the centre line of One Hundred and Twentieth street, between Seventh avenue and Broadway, and south of the centre line of One Hundred and Nineteenth street, between Broadway and the North or Hudson river, and west of the centre line of Lenox or Sixth avenue and of the Harlem river north of the terminus of Lenox or Sixth avenue. Court-room, No. 70 Manhattan street. Clerk's Office open daily (Sundays and legal holidays excepted), from 9 a. m. to 4 p. m. Court convenes daily at 9 a. m.

Francis J. Worcester, Justice. Herman B. Wilson, Clerk.

Telephone, 6335 Morningside.

Twelfth District—The Twelfth District embraces that portion of the Twenty-second Ward north of Seventieth street, and that portion of the Twelfth Ward which lies north of the centre line of Eighty-sixth street and west of the centre line of Seventh avenue and south of the centre line of One Hundred and Twentieth street, between Seventh avenue and Broadway, and south of the centre line of One Hundred and Nineteenth street, between Broadway and the North or Hudson river. Court-room, No. 2555 Broadway.

Alfred P. W. Seaman, Justice. James V. Gilloon, Clerk.

Telephone, 4006 Riverside.

Thirteenth District—South side of Delancey street, from East river to Pitt street; east side of Pitt street, Grand street, south side of Grand street to Norfolk street, east side of Norfolk street to Division street, south side of Division street to Catharine street, east side of Catharine street to East river. Clerk's Office open daily (Sundays and legal holidays excepted), from 9 a. m. to 4 p. m.

Leon Sanders, Justice. James J. Devlin, Clerk.

Court-room, No. 264 Madison street.

Telephone, 2596 Orchard.

Fourteenth District—The Fourteenth District embraces that portion of the Borough of Manhattan bounded as follows: Beginning at West Fortieth street and Eighth avenue, north on Eighth avenue to West Fifty-third street; east on West Fifty-third street to Seventh avenue; north on Seventh avenue to West Fifty-ninth street to Eighth avenue; north on Eighth avenue and west on Central Park West to the Transverse road at Central Park West and West Ninety-seventh street; east on Transverse road to Fifth avenue and East Ninety-seventh street; south on Fifth avenue to East Ninety-sixth street; east on Ninety-sixth street to Lexington avenue; south on Lexington avenue to East Sixty-fifth street; west on East Sixty-fifth street to Park avenue; south on Park avenue to East Sixty-first street; east on East Sixty-first street to Lexington avenue; south on Lexington avenue to East Fortieth street; west on East and West Fortieth streets to the point of beginning at West Fortieth street and Eighth avenue.

Edgar J. Lauer, Justice. William J. Chamberlain, Clerk.

Court-house, No. 620 Madison avenue.

Telephone, 3873 Plaza.

Borough of The Bronx.

First District—All that part of the Twenty-fourth Ward which was lately annexed to the City and County of New York by Chapter 934 of the Laws of 1895, comprising all of the late Town of Westchester and part of the Towns of Westchester and Pelham, including the Villages of Wakefield and Williamsbridge. Court-room, Town Hall, Main street, Westchester Village. Court open daily (Sundays and legal holidays excepted), from 9 a. m. to 4 p. m. Trial of causes, Tuesday and Friday of each week.

William W. Penfield, Justice. Thomas F. Delahanty, Clerk.

Office hours, from 9 a. m. to 4 p. m.; Saturdays, closing at 12 m.

Second District—Twenty-third and Twenty-fourth Wards, except the territory described in chapter 934 of the Laws of 1895. Court-room, southeast corner of Washington avenue and One Hundred and Sixty-second street. Office hours, from 9 a. m. to 4 p. m. Court opens at 9 a. m.

John M. Tierney, Justice. Thomas A. Maher, Clerk.

Telephone, 3043 Melrose.

Borough of Brooklyn.

First District—Comprising First, Second, Third, Fourth, Fifth, Sixth, Tenth and Twelfth Wards and that portion of the Eleventh Ward beginning at the intersection of the centre lines of Hudson and Myrtle avenues, thence along the centre line of Myrtle avenue to North Portland avenue, thence along the centre line of North Portland avenue to Flushing avenue, thence along the centre line of Flushing avenue to Navy street, thence along the centre line of Navy street to Johnson street, thence along the centre line of Johnson street to Hudson avenue, and thence along the centre line of Hudson avenue to the point of beginning, of the Borough of Brooklyn. Court-house, northwest corner State and Court streets.

John J. Walsh, Justice. Edward Moran, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Second District—Seventh Ward and that portion of the Twenty-first and Twenty-third Wards west of the centre line of Stuyvesant avenue and the centre line of Schenectady avenue, also that portion of the Twentieth Ward beginning at the intersection of the centre lines of North Portland and Myrtle avenues, thence along the centre line of Myrtle avenue to Waverly avenue, thence along the centre line of Waverly avenue to Park avenue, thence along the centre line of Park avenue to Washington avenue, thence along the centre line of Washington avenue to Flushing avenue, thence along the centre line of Flushing avenue to North Portland avenue, and thence along the centre line of North Portland avenue to the point of beginning.

Court-room, No. 495 Gates avenue.

Gerard B. Van Wart, Justice. Franklin B. Van Wart, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Third District—Embraces the Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Wards, and that portion of the Twenty-seventh Ward lying northwest of the centre line of Starr street between the boundary line of Queens County and the centre line of Central avenue, and northwest of the centre line of Suydam street between the centre lines of Central and Bushwick avenues, and northwest of the centre line of Willoughby avenue, between the centre lines of Bushwick avenue and Broadway. Court-house, Nos. 6 and 8 Lee avenue, Brooklyn.

Philip D. Meagher, Justice. John W. Carpenter, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Court opens at 9 a. m.

Fourth District—Embraces the Twenty-fourth and Twenty-fifth Wards, that portion of the Twenty-first and Twenty-third Wards lying east of the centre line of Stuyvesant avenue and east of the centre line of

Schenectady avenue, and that portion of the Twenty-seventh Ward lying southeast of the centre line of Starr street between the boundary line of Queens and the centre line of Central avenue, and southeast of the centre line of Suydam street between the centre lines of Central and Bushwick avenues, and southeast of the centre line of Willoughby avenue between the centre lines of Bushwick avenue and Broadway. Court-room, No. 14 Howard avenue. Thomas H. Williams, Justice. G. J. Wiederhold, Clerk. Milton I. Williams, Assistant Clerk. Clerk's Office open from 9 a. m. to 4 p. m.

Fifth District—Contains the Eighth, Thirtieth and Thirty-first Wards, and so much of the Twenty-second Ward as lies south of Prospect avenue. Court-house, northwest corner of Fifty-third street and Third avenue. Cornelius Furgueson, Justice. Jeremiah J. O'Leary, Clerk. Clerk's Office open from 9 a. m. to 4 p. m. Telephone, 407 Bay Ridge.

Sixth District—The Sixth District embraces the Ninth and Twenty-ninth Wards and that portion of the Twenty-second Ward north of the centre line of Prospect avenue; also that portion of the Eleventh and Twentieth Wards beginning at the intersection of the centre lines of Bridge and Fulton streets; thence along the centre line of Fulton street to Flatbush avenue; thence along the centre line of Flatbush avenue to Atlantic avenue; thence along the centre line of Atlantic avenue to Washington avenue; thence along the centre line of Washington avenue to Park avenue; thence along the centre line of Park avenue to Waverly avenue; thence along the centre line of Waverly avenue to Myrtle avenue; thence along the centre line of Myrtle avenue to Hudson avenue; thence along the centre line of Hudson avenue to Johnson street; thence along the centre line of Johnson street to Bridge street, and thence along the centre line of Bridge street to the point of beginning.

Justice, Lucien S. Bayliss. Charles P. Bible, Clerk. Court-house, No. 611 Fulton street.

Seventh District—The Seventh District embraces the Twenty-sixth Twenty-eighth and Thirty-second Wards.

Alexander S. Rosenthal, Justice. Samuel F. Brothers, Clerk.

Court-house, corner Pennsylvania avenue and Fulton street (No. 31 Pennsylvania avenue).

Clerk's Office open from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Trial days, Tuesdays, Wednesdays, Thursdays and Fridays.

Jury Days: Wednesdays and Thursdays.

Telephone, 904 East New York.

Borough of Queens.

First District—First Ward (all of Long Island City formerly composing five wards). Court-room, St. Mary's Lyceum, Nos. 115 and 117 Fifth street, Long Island City.

Clerk's Office open from 9 a. m. to 4 p. m. each day, excepting Saturdays, closing at 12 m. Trial days, Mondays, Wednesdays and Fridays. All other business transacted on Tuesdays and Thursdays.

Thomas C. Kadien, Justice. Thomas F. Kennedy, Clerk.

Telephone, 2376 Greenpoint.

Second District—Second and Third Wards, which include the territory of the late Towns of Newtown and Flushing. Court-room, in Court-house of the late Town of Newtown, corner of Broadway and Court street, Elmhurst, New York. P. O. Address, Elmhurst, New York.

William Rasquin, Jr., Justice. John E. Prendeville, Clerk. William Repper, Assistant Clerk. James B. Snediker, Stenographer.

Clerk's Office open from 9 a. m. to 4 p. m.

Telephone, 87 Newtown.

Third District—Fourth and Fifth Wards, comprising the territory of the former Towns and Villages of Jamaica, Far Rockaway and Rockaway Beach.

James F. McLaughlin, Justice. George W. Damon, Clerk.

Court-house, Town Hall, Jamaica.

Telephone, 180 Jamaica.

Clerk's Office open from 9 a. m. to 4 p. m.

Court held on Mondays, Wednesdays and Fridays at 9 a. m.

Borough of Richmond.

First District—First and Third Wards (Towns of Castleton and Northfield). Court-room, former Village Hall, Lafayette avenue and Second street, New Brighton.

Thomas C. Brown, Justice. Anning S. Prall, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Telephone, 503 Tompkinsville.

Second District—Second, Fourth and Fifth Wards (Towns of Middletown, Southfield and Westfield). Court-room, former Edgewater Village Hall, Stapleton.

George W. Stake, Justice. Peter Tiernan, Clerk.

Clerk's Office open from 9 a. m. to 4 p. m.

Court opens at 9 a. m. Calendar called at 10 a. m. Court continued until close of business. Trial days, Mondays, Wednesdays and Fridays.

Telephone, 313 Tompkinsville.

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 meetings of the Commissioners appointed under said Acts will be held at the office of the Commission, Room 138 No. 280 Broadway (Stewart Building), Borough of Manhattan, New York City, on Mondays, Wednesdays and Fridays of each week, at 2 o'clock p. m., until further notice.

Dated New York City, November 20, 1906.

WILLIAM E. STILLINGS,

GEORGE C. NORTON,

OSCAR S. BAILEY,

Commissioners.

LAMONT McLOUGHLIN,

Clerk.

OFFICIAL BOROUGH PAPERS.

BOROUGH OF THE BRONX.

"North Side News," "Harlem Reporter and Bronx Chronicle," "Bronx Sentinel."

BOROUGH OF RICHMOND.

"Staten Islander," "Staten Island Star."

BOROUGH OF QUEENS.

"Long Island Star" (First and Second Wards). "Flushing Evening Journal" (Third Ward). "Long Island Farmer" (Fourth Ward). "Rockaway News" (Fifth Ward).

BOROUGH OF BROOKLYN.

"Brooklyn Eagle," "Brooklyn Times," "Brooklyn Citizen," "Brooklyn Standard-Union," "Brooklyn Free Press."

BOROUGH OF MANHATTAN.

"Tammany Times" (Harlem District), "Manhattan and Bronx Advocate" (Washington Heights, Morningside Heights and Harlem Districts), "New York Daily News."

Designated by Board of City Record June 10, 1906.

Amended June 20, 1906; July 1, 1907.

BOROUGH OF BROOKLYN.

NOTICE IS HEREBY GIVEN THAT, IN accordance with the provisions of section 432 of the Charter of The City of New York, the following petitions, on file and ready for inspection, will be considered by the Local Boards of the BAY RIDGE AND FLATBUSH DISTRICTS, at a joint meeting to be held in the office of the President of the Borough, Room 11, Borough Hall, on

MONDAY, JULY 22, 1907,

at 2.30 p. m.

No. 1. Fortieth Street—To amend resolution of November 1, 1906, initiating proceedings to open Fortieth street, from Fort Hamilton avenue to West street, by excluding from the provisions thereof that portion of Fortieth street lying between Fort Hamilton and Fourteenth avenues.

No. 2. Thirteenth Avenue—To amend proceedings pending to open Thirteenth avenue, from Thirty-sixth street to Seventy-third street, excluding the land occupied by the Prospect Park and South Brooklyn Railroad Company, the Sea Beach Railroad Company, the Manhattan Beach Division of the Long Island Railroad Company, and the Brooklyn Bath and West End Railroad Company, by excluding from the provisions thereof that portion of Thirteenth avenue lying between Thirty-seventh and Thirty-ninth streets.

No. 3. Avenue I—To amend resolution of March 25, 1907, initiating proceedings to open Avenue I, between Ocean Parkway and East Thirty-fifth street, excepting the land occupied by the tracks of the Brooklyn and Brighton Beach Railroad and of the Long Island Railroad, by excluding from the provisions thereof those portions of Avenue I lying between East Thirty-fourth and East Thirty-fifth streets and between Ocean avenue and East Twenty-first street.

No. 4. Avenue P—To open Avenue P, from Gravesend avenue to Nostrand avenue, excepting the land occupied by the tracks of the Brooklyn and Brighton Beach Railroad and of the Long Island Railroad.

No. 5. Seventeenth Avenue—To construct sewers in Seventeenth avenue, between Forty-fourth and Forty-sixth streets, between Forty-seventh and Forty-eighth streets, and between Fifty-third and Fifty-sixth streets, and outlet sewers in Forty-fifth street, between Seventeenth avenue and West street, and in Fifty-fourth street, between Seventeenth and Nineteenth avenues.

No. 6. Fourteenth Avenue—To regulate, grade, set curb on concrete and lay cement sidewalks on Fourteenth avenue, between Thirty-ninth and Sixtieth streets.

No. 7. Fourteenth Avenue—To pave Fourteenth avenue, between Thirty-ninth and Sixtieth streets, with wood block pavement.

BIRD S. COLER,

President, Borough of Brooklyn.

CHARLES FREDERICK ADAMS,

Borough Secretary.

NOTICE IS HEREBY GIVEN THAT, IN accordance with the provisions of section 432 of the Charter of The City of New York, the following petitions, on file and ready for inspection, will be considered by the Local Boards of the Flatbush and Bushwick Districts, at a joint meeting to be held in the office of the President of the Borough, Room 11, Borough Hall, on

MONDAY, JULY 22, 1907,

at 2.30 p. m.

No. 1. Degraw Street—To alter the map or plan of The City of New York by widening Degraw street, between Brooklyn and East New York avenues, by adding 12½ feet to each side thereof.

No. 2. Riverdale Avenue—To open Riverdale avenue, from East Ninety-eighth street to Amboy street; from Osborn street to Pennsylvania avenue, and from Wyona street to New Lots avenue, excepting the land occupied by the tracks of the Long Island Railroad and of the Brooklyn and Rockaway Beach Railroad.

No. 3. Barrett Street—To open Barrett street, from East New York avenue to Pitkin avenue and from Sutter avenue to East Ninety-eighth street.

No. 4. Barrett Street—To regulate, grade, set curb on concrete and lay cement sidewalks on Barrett street, between East New York and Dumont avenues.

No. 5. Barrett Street—To pave Barrett street, with asphalt on concrete foundation, from East New York avenue to Dumont avenue.

No. 6. Saratoga Avenue—To open Saratoga avenue, from Pitkin avenue to East Ninety-eighth street.

No. 7. Saratoga Avenue—To regulate, grade, set curb on concrete and lay cement sidewalks on Saratoga avenue, from Eastern Parkway Extension to Livonia avenue.

No. 8. Saratoga Avenue—To pave Saratoga avenue, with asphalt block on concrete foundation from Eastern Parkway Extension to Pitkin avenue, and with sheet asphalt on concrete foundation from Pitkin avenue to Livonia avenue.

No. 9. Rockaway Avenue—To regulate, grade, set curb on concrete and lay cement sidewalks on Rockaway avenue, from Blake avenue to its southern terminus, where not already done.

No. 10. Rockaway Avenue—To pave Rockaway avenue, with granite block on concrete foundation, from Blake avenue to its southern terminus, where not already done.

No. 11. Rockaway Avenue—To construct sewers in Rockaway avenue, between Vienna and Stanley avenues and between Stanley avenue and Avenue D.

No. 12. East New York Avenue—To construct sewers in East New York avenue, between Brooklyn and Pitkin avenues, and outlet sewers in Kingston avenue, between East New York avenue and Midwood street; in Troy avenue, between East New York avenue and Rutland road; in East Forty-fifth street, between East New York avenue and Rutland road; in East Forty-sixth street, between East New York avenue and Rutland road; in Schenectady avenue, between East New York avenue and Rutland road; in East Forty-eighth street, between East New York avenue and Rutland road; in East Ninety-first street, between East New York avenue and Rutland road; in East Ninety-second street, between East New York avenue and Rutland road; in East Ninety-third street, between East New York avenue and Rutland road; in East Ninety-fourth street, between East New York avenue and Rutland road; in East Ninety-fifth street, between

East New York avenue and Rutland road; in East Ninety-sixth street, between East New York avenue and Rutland road; and in Rutland road, between East Ninety-sixth street and Remsen avenue.

No. 13. Riverdale Avenue—To regulate, grade, set curb on concrete and lay cement sidewalks on Riverdale avenue, from East Ninety-eighth street to Amboy street; from Rockaway avenue to Junius street; from Vesta avenue to Pennsylvania avenue, and from Wyona avenue to New Lots road.

No. 14. Riverdale Avenue—To pave Riverdale avenue with asphalt on concrete foundation, from East Ninety-eighth street to Amboy street; from Rockaway avenue to Junius street; from Vesta avenue to Pennsylvania avenue, and from Wyona avenue to New Lots road.

No. 15. Riverdale Avenue—To construct sewers in Riverdale avenue, between Grafton and Ames streets; between Christopher street and a point 100 feet west of Powell street, and between Van Sinderen avenue and New Lots avenue, and outlet sewers in Saratoga avenue, between Riverdale avenue and East Ninety-eighth street; in Williams avenue, between Riverdale avenue and Louisiana avenue; in Louisiana avenue, between Williams avenue and Hegeman avenues; in Hegeman avenue, between Riverdale and Hegeman avenues; in Georgia avenue, between Riverdale and Hegeman avenues, and in Pennsylvania avenue, between New Lots road and Hegeman avenue.

No. 16. Riverdale Avenue—To open Riverdale avenue, from East Ninety-eighth street to Amboy street; from Osborn street to Hinsdale street; from Georgia avenue to Pennsylvania avenue, and from Wyona street to New Lots avenue, excepting the land occupied by the tracks of the Long Island Railroad and of the Brooklyn and Rockaway Beach Railroad.

No. 17. Avenue D—To open Avenue D, from East Thirty-fourth street to Powell street, excepting the land occupied by the tracks of the Long Island Railroad.

No. 18. Fulton Street—To construct a sewer in the southerly side of Fulton street, between Stone avenue and Sackman street.

No. 19. Fulton Street—To inclose with a wooden rail fence six feet high the lots lying on the north side of Fulton street, between Sackman street and Van Sinderen avenue; on the east side of Sackman street, between Fulton and Truxton streets, known as Nos. 55 to 61, inclusive, Block 1546.

BIRD S. COLER,

President, Borough of Brooklyn.

CHARLES FREDERICK ADAMS,

Borough Secretary.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Brooklyn, at the above office, until 11 o'clock a. m. on

WEDNESDAY, JULY 17, 1907,

Borough of Brooklyn.

No. 1. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON CONEY ISLAND AVENUE, FROM KINGS HIGHWAY TO NEPTUNE AVENUE.

The Engineer's estimate of the quantities is as follows:

18,600 linear feet of new curbstone, to be set in concrete.

26,770 cubic yards of earth excavation.

17,900 cubic yards of earth filling, not to be bid for.

920 cubic yards of concrete, not to be bid for.

84,770 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is one hundred and twenty (120) working days.

The amount of security required is Sixteen Thousand Dollars.

No. 2. FOR REGULATING, GRADING AND CURBING ON SCHENCK AVENUE, FROM NEW LOTS ROAD TO STANLEY AVENUE.

The Engineer's estimate of the quantities is as follows:

4,040 linear feet of new curbstone, to be set in concrete.

12,030 cubic yards of earth excavation.

4,500 cubic yards of earth filling, to be furnished.

200 cubic yards of concrete, not to be bid for.

Time for the completion of the work and the full performance of the contract is sixty (60) working days.

The amount of security required is Three Thousand Dollars.

No. 3. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON SEVENTEENTH AVENUE, FROM EIGHTY-FOURTH STREET TO EIGHTY-SIXTH STREET.

The Engineer's estimate of the quantities is as follows:

1,100 linear feet of new curbstone, to be set in concrete.

60 linear feet of old curbstone, to be reset.

170 cubic yards of earth excavation.

920 cubic yards of earth filling, to be furnished.

55 cubic yards of concrete, not to be bid for.

4,920 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Eight Hundred Dollars.

No. 4. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON SEVENTY-FIRST STREET, FROM SIXTH AVENUE TO SEVENTH AVENUE.

The Engineer's estimate of the quantities is as follows:

1,550 linear feet of new curbstone to be set in concrete.

50 cubic yards of earth excavation.

6,990 cubic yards of earth filling, to be furnished.

76 cubic yards of concrete, not to be bid for.

7,870 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is forty (40) working days.

The amount of security required is Two Thousand Five Hundred Dollars.

No. 5. FOR REGULATING, GRADING AND CURBING ON WILLIAMS AVENUE, FROM NEW LOTS ROAD TO LOUISIANA AVENUE.

The Engineer's estimate of the quantities is as follows:

890 linear feet of new curbstone to be set in concrete.

680 cubic yards of earth excavation.

1,810 cubic yards of earth filling, to be furnished.

45 cubic yards of concrete, not to be bid for.

Time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Seven Hundred Dollars.

No. 6. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF FIFTY-EIGHTH STREET, FROM FIFTH AVENUE TO SIXTH AVENUE.

The Engineer's estimate of the quantities is as follows:

2,400 square yards of asphalt pavement.

10 square yards of old stone pavement to be relaid.

410 cubic yards of concrete.

440 linear feet of new curbstone.

1,000 linear feet of old curbstone to be reset.

6 noiseless covers and heads, complete, for sewer manholes.

Time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Two Thousand Dollars.

No. 7. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF HALSEY STREET, FROM BROADWAY TO KNICKERBOCKER AVENUE.

The Engineer's estimate of the quantities is as follows:

5,120 square yards of asphalt pavement.

30 square yards of old stone pavement to be relaid.

1,020 cubic yards of concrete.

3,640 linear feet of new curbstone.

2,500 linear feet of old curbstone to be reset.

1 noiseless cover and head, complete, for sewer manhole.

Time for the completion of the work and the full performance of the contract is thirty-five (35) working days.

The amount of security required is Five Thousand Seven Hundred Dollars.

No. 8. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF HAMPTON PLACE, FROM PARK PLACE TO STERLING PLACE.

The Engineer's estimate of the quantities is as follows:

750 square yards of asphalt pavement.

130 cubic yards of concrete.

500 linear feet of new curbstone.

60 linear feet of old curbstone to be reset.

2 noiseless covers and heads, complete, for sewer manholes.

Time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Seven Hundred Dollars.

No. 9. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MACON STREET, FROM HOWARD AVENUE TO HOPKINSON AVENUE.

The Engineer's estimate of the quantities is as follows:

5,310 square yards of asphalt pavement.

880 cubic yards of concrete.

1,310 linear feet of new curbstone.

1,500 linear feet of old curbstone to be reset.

15 noiseless covers and heads, complete, for sewer manholes.

Time for the completion of the work and the full performance of the contract is thirty-five (35) working days.

The amount of security required is Four Thousand Four Hundred Dollars.

No. 10. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON PRESENT PAVEMENT AS A FOUNDATION THE ROADWAY OF THROOP AVENUE, FROM VERNON AVENUE TO WILLOUGHBY AVENUE.

The Engineer's estimate of the quantities is as follows:

1,320 square yards of asphalt pavement.

1,320 square yards of old stone pavement to be relaid.

220 linear feet of new curbstone.

270 linear feet of old curbstone to be reset.

5 noiseless covers and heads, complete, for sewer manholes.

Time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Eight Hundred Dollars.

No. 11. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF ROSS STREET, FROM WYTHE AVENUE TO KENT AVENUE.

The Engineer's estimate of the quantities is as follows:

510 cubic yards of concrete, not to be bid for.
32,300 square feet of cement sidewalk.
Time for the completion of the work and the full performance of the contract is forty-five (45) working days.

The amount of security required is Six Thousand Six Hundred Dollars.

No. 2. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON ELEVENTH AVENUE, FROM SIXTIETH STREET TO SIXTY-FIFTH STREET.

The Engineer's estimate of the quantities is as follows:

2,330 linear feet of new curbstone to be set in concrete.

10 linear feet of old curbstone to be reset.

3,800 cubic yards of earth excavation.

1,480 cubic yards of earth filling, not to be bid for.

110 cubic yards of concrete, not to be bid for.

10,200 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is thirty-five (35) working days.

The amount of security required is Two Thousand Eight Hundred Dollars.

No. 3. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON FIFTY-FIFTH STREET, FROM SIXTH AVENUE TO SEVENTH AVENUE.

The Engineer's estimate of the quantities is as follows:

1,450 linear feet of new curbstone to be set in concrete.

1,370 cubic yards of earth excavation.

30 cubic yards of earth filling, not to be bid for.

70 cubic yards of concrete, not to be bid for.

7,380 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is One Thousand One Hundred Dollars.

No. 4. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON FIFTY-EIGHTH STREET, FROM EIGHTH AVENUE TO FORT HAMILTON AVENUE.

The Engineer's estimate of the quantities is as follows:

2,920 linear feet of new curbstone to be set in concrete.

270 cubic yards of earth excavation.

2,850 cubic yards of earth filling, to be furnished.

145 cubic yards of concrete, not to be bid for.

14,220 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is thirty-five (35) working days.

The amount of security required is Two Thousand Three Hundred Dollars.

No. 5. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON HAWTHORNE STREET, FROM ROGERS AVENUE TO NOSTRAND AVENUE.

The Engineer's estimate of the quantities is as follows:

1,520 linear feet of new curbstone to be set in concrete.

40 linear feet of old curbstone to be reset.

270 cubic yards of earth excavation.

350 cubic yards of earth filling, to be furnished.

80 cubic yards of concrete, not to be bid for.

6,950 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is One Thousand Dollars.

No. 6. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON PROSPECT PLACE, FROM ROCHESTER AVENUE TO BUFFALO AVENUE.

The Engineer's estimate of the quantities is as follows:

1,430 linear feet of new curbstone to be set in concrete.

10 linear feet of old curbstone to be reset.

700 cubic yards of earth excavation.

650 cubic yards of earth filling, not to be bid for.

70 cubic yards of concrete, not to be bid for.

7,340 square feet of cement sidewalk.

Time for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is One Thousand Two Hundred Dollars.

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, foot or 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. 14 Municipal Building, Brooklyn.

BIRD S. COLER,

President.

Dated June 24, 1907.

j26,jy10

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICIAL PAPERS.

Morning—"The Sun," "The New York Times."

Evening—"The Globe," "The Evening Mail."

Weekly—"Democracy," "Real Estate Record and Guide."

German—"Staats-Zeitung."

Designated by the Board of City Record, January 22, 1906. Amended March 1, 1906, November 20, 1906, and February 20, 1907.

DEPARTMENT OF EDUCATION.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVENUE AND FIFTY-NINTH STREET, 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, JULY 22, 1907.

Borough of Brooklyn.

No. 1. FOR INSTALLING ADDITIONS AND ALTERATIONS TO THE HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOL 35, ON DECATUR STREET AND LEWIS AVENUE, AND PUBLIC SCHOOL 54, ON WALWORTH STREET, NEAR MYRTLE AVENUE, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work on Public School 35 will be 72 working days, and at Public School 54, 42 working days, as provided in the contract.

The amount of security required is as follows:

Public School 35..... \$6,000 00

Public School 54..... 2,500 00

A separate proposal must be submitted for each school and award will be made thereon.

No. 2. FOR ALTERATIONS, REPAIRS, ETC., TO PUBLIC SCHOOL 100, TRUANT SCHOOL AND MANUAL TRAINING HIGH SCHOOL, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work on each school will be 55 working days, as provided in the contract.

The amount of security required is as follows:

Public School 100..... \$900 00

Truant School..... 1,800 00

Manual Training High School..... 20,000 00

A separate proposal must be submitted for each school and award will be made thereon.

On Contracts Nos. 1 and 2 the bidders must state the price of each or any article or item contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Extensions must be made and footed up, as the bids will be read from the total of each item and award made to the lowest bidder on each item.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park avenue and Fifty-ninth street, Borough of Manhattan.

C. B. J. SNYDER,

Superintendent of School Buildings.

Dated July 10, 1907.

jy10,22

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVENUE AND FIFTY-NINTH STREET, 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, JULY 22, 1907.

Borough of Manhattan.

No. 3. FOR THE GENERAL CONSTRUCTION, ETC., OF ADDITIONS TO AND ALTERATIONS IN PUBLIC SCHOOL 4, ON RIVINGTON, PITT AND RIDGE STREETS, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 260 working days, as provided in the contract.

The amount of security required is One Hundred Thousand Dollars.

No. 4. FOR INSTALLING HEATING AND VENTILATING APPARATUS IN NEW PUBLIC SCHOOL 12, ON NORTHWEST CORNER OF MADISON AND JACKSON STREETS, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 100 working days, as provided in the contract.

The amount of security required is Thirty Thousand Dollars.

No. 5. FOR INSTALLING ELECTRIC EQUIPMENT IN ADDITION TO AND ALTERATIONS IN PUBLIC SCHOOL 14, NO. 225 EAST TWENTY-SEVENTH STREET, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 70 working days, as provided in the contract.

The amount of security required is Two Thousand Dollars.

No. 6. FOR FURNITURE FOR THE FIRST SECTION OF NEW PUBLIC SCHOOL 27, ON FORTY-FIRST AND FORTY-SECOND STREETS, ABOUT 105 FEET EAST OF THIRD AVENUE, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is as follows:

Item 1..... \$1,600 00

Item 2..... 900 00

Item 3..... 700 00

A separate proposal must be submitted for each item and award will be made thereon.

No. 7. FOR INSTALLING ELECTRIC EQUIPMENT IN ADDITION TO AND ALTERATIONS IN PUBLIC SCHOOL 29, ON WEST SIDE OF WASHINGTON STREET, BETWEEN ALBANY AND CARLISLE STREETS, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is Three Thousand Dollars.

No. 8. FOR MOVING HOUSE, REPAIRS, ETC., AT PUBLIC SCHOOL 52, BROADWAY ACADEMY AND VERMILYEA AVENUES, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 45 working days, as provided in the contract.

The amount of security required is One Thousand Dollars.

No. 9. FOR THE GENERAL CONSTRUCTION, ETC., OF AN ATHLETIC FIELD AT HIGH SCHOOL OF COMMERCE, ON SIXTY-FIFTH AND SIXTY-SIXTH STREETS, WEST OF BROADWAY, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is One Thousand Eight Hundred Dollars.

Borough of Queens.

No. 10. FOR HEATING REPAIRS, ETC., OF PUBLIC SCHOOLS 7, 44, 47 AND 72, BOROUGH OF QUEENS.

The time allowed to complete the whole work on each school will be 40 working days, as provided in the contract.

The amount of security required is as follows:

Public School 7..... \$1,200 00

Public School 44..... 1,200 00

Public School 47..... 1,000 00

Public School 72..... 1,400 00

A separate proposal must be submitted for each school and award will be made thereon.

No. 11. FOR INSTALLING HEATING AND VENTILATING APPARATUS IN NEW PUBLIC SCHOOL 88, ON ELM AVENUE, FRESH POND ROAD AND HALSEY STREET, FRESH POND, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 90 working days, as provided in the contract.

The amount of security required is Fifteen Thousand Dollars.

No. 12. FOR WATER MAIN, ETC., TO BUILDING FOR PARENTAL SCHOOL, ON WESTERLY SIDE OF ROAD BETWEEN FLUSHING AND JAMAICA, ABOUT 1,700 FEET SOUTH OF NORTH HEMPSTEAD TURNPIKE, FLUSHING, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 30 working days, as provided in the contract.

The amount of security required is Four Thousand Dollars.

On Contracts Nos. 3, 4, 5, 7, 8, 9, 11 and 12 the bids will be compared and the contract awarded in a lump sum to the lowest bidder on each contract.

On Contracts Nos. 6 and 10 the bidders must state the price of each or any article or item contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Extensions must be made and footed up, as the bids will be read from the total of each item and award made to the lowest bidder on each item.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park avenue and Fifty-ninth street, 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 July 11, 1907.

jy10,22

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVENUE AND FIFTY-NINTH STREET, 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, JULY 15, 1907.

Borough of Brooklyn.

No. 1. FOR THE GENERAL CONSTRUCTION, ETC., OF NEW PUBLIC SCHOOL 93, ON THE SOUTHEAST CORNER OF HERKIMER STREET AND NEW YORK AVENUE, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be 275 working days, as provided in the contract.

The amount of security required is One Hundred Thousand Dollars.

No. 2. FOR FURNITURE FOR EASTERN DISTRICT HIGH SCHOOL, ON MARCY AVENUE, BETWEEN RODNEY AND KEAP STREETS, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be 60 working days, as provided in the contract.

The amount of security required is as follows:

Item 1..... \$8,000 00

Item 2..... 1,600 00

Item 3..... 600 00

Item 4..... 1,700 00

Item 5..... 1,700 00

Item 6..... 7,000 00

Item 7..... 3,000 00

Item 8..... 3,000 00

A separate proposal must be submitted for each item and award will be made thereon.

On Contract No. 1 the bids will be compared and the contract awarded in a lump sum to the lowest bidder.

On Contract No. 2 the bidders must state the price of each or any article or item contained in the specifications or schedules herein contained or hereto annexed by which the bids will be tested.

Extensions must be made and footed up, as the bids will be read from the total of each item and award made to the lowest bidder on each item.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park avenue and Fifty-ninth street, Borough of Manhattan.

Dated July 2, 1907.

C. B. J. SNYDER,

Superintendent of School Buildings.

jy2,15

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVENUE AND FIFTY-NINTH STREET, 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, JULY 15, 1907.

Borough of Manhattan.

No. 3. FOR REPAIRS TO HEATING AND VENTILATING APPARATUS OF PUBLIC SCHOOL 96, ON AVENUE A, BETWEEN EIGHTY-FIRST AND EIGHTY-SECOND STREETS, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be until August 30, 1907, as provided in the contract.

The amount of security required is Five Hundred Dollars.

Borough of Queens.

No. 4. FOR THE GENERAL CONSTRUCTION, ETC., OF NEW PUBLIC SCHOOL 56, ON CORNER OF ELM STREET AND ORCHARD AVENUE, RICHMOND HILL, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 250 working days, as provided in the contract.

The amount of security required is Ninety Thousand Dollars.

On Contracts Nos. 3 and 4 the bids will be compared and the contracts awarded in a lump sum to the lowest bidder on each contract.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, ninth floor, Hall of the Board of Education, Park avenue and Fifty-ninth street, 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 July 3, 1907.

jy2,15

See General Instructions to Bidders on the last page, last column, of the "City Record."

MUNICIPAL CIVIL SERVICE COMMISSION.

MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 BROADWAY, NEW YORK, July 6, 1907.

PUBLIC NOTICE IS HEREBY GIVEN OF the proposed amendment of the seventh and eighth clauses of Rule XV. in so far as they relate to the efficiency records of members of the uniformed force of the Fire Department.

A public hearing will be held, in accordance with Rule III., at the Commission's offices, No. 299 Broadway, on

WEDNESDAY, JULY 10, 1907,

at 10 o'clock in the forenoon.

F. A. SPENCER,

Secretary.

jy6,10

MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 BROADWAY, NEW YORK, July 6, 1907.

PUBLIC NOTICE IS HEREBY GIVEN OF the proposed exemption of the position of Assistant Secretary to the Municipal Art Commission.

A public hearing will be had, in accordance with Rule III., at the office of the Commission, No. 299 Broadway, New York City, on

WEDNESDAY, JULY 10, 1907,

at 10 o'clock in the forenoon.

JOHN F. SKELLY,

Assistant Secretary.

jy6,10

MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 BROADWAY, NEW YORK, July 2, 1907.

PUBLIC NOTICE IS HEREBY GIVEN that applications will be received from TUESDAY, JULY 2, until 4 p. m. TUESDAY, JULY 16, 1907, for the position of

CATALOGUER (MEN AND WOMEN).

The examination will be held on

TUESDAY, JULY 30, 1907,

at 10 a. m.

The subjects and weights of the examination are as follows:

Special 6

Experience 3

MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 BROADWAY, CITY OF NEW YORK.

PUBLIC NOTICE WILL BE GIVEN OF all competitive examinations two weeks in advance of the date upon which the receipt of applications for any scheduled examination will close. Applications will be received for only such examinations as are scheduled.

When an examination is advertised, a person desiring to compete in the same may obtain an application blank upon request made in writing or by personal application at the office of the Commission.

All notices of examinations will be posted in the office of the Commission, City Hall, Municipal Building, Brooklyn, and advertised in the City Record for two weeks in advance of the date upon which the receipt of applications will close for any stated position.

Public notice will also be given by advertisement in most of the City papers.

Wherever an examination is of a technical character, due notice is given by advertisement in the technical journals appertaining to the particular profession for which the examination is called.

Such notices will be sent to the daily papers as matters of news, and to the General Post-office and stations thereof. The scope of the examination will be stated, but for more general information application should be made at the office of the Commission.

Unless otherwise specifically stated, the minimum age requirement for all positions is 21.

WILLIAM F. BAKER,

President;

R. ROSS APPLETON,

Commissioners.

ALFRED J. TALLEY,

Secretary.

12-24-03

DEPARTMENT OF DOCKS AND FERRIES.

OFFICE OF THE DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at the above office until 12 o'clock m. on

FRIDAY, JULY 19, 1907,

Borough of Manhattan.

CONTRACT NO. 1054.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR PREPARING FOR AND BUILDING FREIGHT SHEDS ON PIERS NOS. 54 AND 56, NORTH RIVER, BETWEEN THE FOOT OF LITTLE WEST TWELFTH AND WEST FOURTEENTH STREETS, ON THE CHELSEA SECTION, WITH LATERAL EXTENSIONS ON THE ADJACENT BULKHEAD PLATFORMS.

The time for the completion of the work and the full performance of the contract is on or before the expiration of 550 calendar days.

The amount of security required is Two Hundred and Thirty-two Thousand Dollars.

The bidder will state the price for all the work called for in the specifications or schedules.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Work will be required at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the said Department.

Dated July 3, 1907.

J. A. BENSEL,

Commissioner of Docks.

jy8,19

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at the above office until 12 o'clock m. on

FRIDAY, JULY 19, 1907.

CONTRACT NO. 1078.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR PREPARING FOR AND LAYING ASPHALT PAVEMENT OVER THE DECK OF THE PIER AT THE FOOT OF WEST TWENTY-SECOND STREET, NORTH RIVER, OVER THE NEW-MADE LAND IN THE VICINITY OF WEST TWENTY-SECOND STREET, NORTH RIVER, AT THE APPROACH TO THE THIRTY-NINTH STREET FERRY TERMINAL AT WHITEHALL STREET, BOROUGH OF MANHATTAN, AND AT THE APPROACH TO THE STAPLETON FERRY TERMINAL AT STATEN ISLAND.

The time for the completion of the work and the full performance of the contract is on or before the expiration of 30 calendar days.

The amount of security required is as follows:

Class 1—For laying asphalt pavement over the deck of the pier at the foot of West Twenty-second street, North river, and on the new-made land in rear and southerly of same, Five Thousand Dollars.

Class 2—For laying asphalt pavement at the approach to the Manhattan terminal of the Thirty-ninth Street Ferry, foot of Whitehall street, East river, Borough of Manhattan, Two Hundred Dollars.

Class 3—For laying asphalt pavement at the approach to the Stapleton Ferry terminal at Stapleton, Borough of Richmond, Eight Hundred Dollars.

The bidder will state a price per square yard for each class of the contract, by which the bids will be tested. Awards if made will be to the lowest bidder on each class.

Work will be required to be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the said Department.

Dated July 3, 1907.

J. A. BENSEL,

Commissioner of Docks.

jy8,19

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES, PIER "A," NORTH RIVER, NEW YORK, March 31, 1904.

THE COMMISSIONER HAS FIXED THE amounts of bonds required on contracts awarded by this Department, as follows:

On all contracts for supplies, 40 per cent. of the estimated cost;

On all contracts, other than contracts for supplies, where the estimated cost is not over \$200,000, 40 per cent. of the estimated cost;

On all contracts, other than contracts for supplies, where the estimated cost is over \$200,000, but not over \$1,000,000, 25 per cent. of the estimated cost;

On all contracts, other than contracts for supplies, where the estimated cost is over \$1,000,000, 20 per cent. of the estimated cost.

JOSEPH W. SAVAGE,

Secretary.

DEPARTMENT OF HEALTH.

DEPARTMENT OF HEALTH, SOUTHWEST CORNER OF FIFTY-FIFTH STREET AND SIXTH AVENUE, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 9:45 o'clock a. m. on

WEDNESDAY, JULY 17, 1907,

FOR FURNISHING ALL THE NECESSARY LABOR AND MATERIALS REQUIRED TO EFFECT CERTAIN ALTERATIONS AND REPAIRS TO THE STEAMBOAT "FRANKLIN EDSON" FOR THE DEPARTMENT OF HEALTH OF THE CITY OF NEW YORK.

The time for the completion of the work and the full performance of the contract is 30 consecutive working days.

The amount of security required is fifty per cent. (50%) of the amount of the bid.

Bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Fifty-fifth street and Sixth avenue, Borough of Manhattan, City of New York.

THOMAS DARLINGTON, M. D.,

President.

ALVAH H. DOTY, M. D.,

THEODORE A. BINGHAM,

Board of Health.

Dated July 6, 1907.

jy6,17

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF HEALTH, SOUTHWEST CORNER OF FIFTY-FIFTH STREET AND SIXTH AVENUE, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 9:45 a. m. on

TUESDAY, JULY 16, 1907.

FOR FURNISHING AND DELIVERING TIMBER, LUMBER, MOULDING, ETC., TO THE TUBERCULOSIS SANATORIUM, AT OTISVILLE, ORANGE COUNTY, NEW YORK, DURING THE YEAR 1907.

Deliveries will be required to be made, freight prepaid, to the Otisville station on the Erie Railroad.

The time for the completion of the work and the full performance of the contract is on or before the expiration of sixty (60) days after the award of the contract.

The amount of security required is fifty per cent. (50%) of the amount of the bid.

Bids will be compared and the contract awarded to the lowest bidder for the contract complete.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Fifty-fifth street and Sixth avenue, Borough of Manhattan, and at the office of the Sanatorium, in the Tyndeson House, Otisville, Orange County, N. Y.

THOMAS DARLINGTON, M. D.,

President;

ALVAH H. DOTY, M. D.,

THEODORE A. BINGHAM,

Board of Health.

Dated June 29, 1907.

j29,jy16

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF HEALTH, SOUTHWEST CORNER OF FIFTY-FIFTH STREET AND SIXTH AVENUE, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Health of the Department of Health until 9:45 a. m. on

WEDNESDAY, JULY 10, 1907.

FOR FURNISHING AND DELIVERING VITRIFIED SEWER PIPE, CAST IRON MANHOLE COVERS AND PORTLAND CEMENT TO THE TUBERCULOSIS SANATORIUM AT OTISVILLE, ORANGE COUNTY, N. Y.

Deliveries will be required to be made, freight prepaid, to the Otisville Station on the Erie Railroad.

The time for the completion of the work and the full performance of the contract is on or before the expiration of thirty (30) days after the award of the contract.

The amount of security required is fifty per cent. (50%) of the amount of the bid.

Bids will be compared and the contract awarded to the lowest bidder for each class, as indicated by the specifications.

Blank forms and further information may be obtained at the office of the Chief Clerk of the Department of Health, southwest corner of Fifty-fifth street and Sixth avenue, Borough of Manhattan.

THOMAS DARLINGTON, M. D.,

President;

ALVAH H. DOTY, M. D.,

THEODORE A. BINGHAM,

Board of Health.

Dated June 28, 1907.

j28,jy10

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF CORRECTION.

OFFICE OF THE DEPARTMENT OF CORRECTION, NO. 148 EAST TWENTIETH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at the above office until 11 o'clock a. m. on

TUESDAY, JULY 16, 1907.

Borough of Manhattan.

NO. 1. FOR FURNISHING AND DELIVERING HARDWARE, PAINTS, IRON, STEAM FITTINGS, LUMBER AND MISCELLANEOUS ARTICLES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before ten days.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

The bids on lumber 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 and the plans and drawings may be seen at the office of the Department of Correction, the Borough of Manhattan, No. 148 East Twentieth street.

JOHN V. COGGEY,

Commissioner.

Dated July 1, 1907.

jy2,16

See General Instructions to Bidders on the last page, last column, of the "City Record."

ARMORY BOARD.

ARMORY BOARD, HALL OF RECORDS, CHAMBERS AND CENTRE STREETS.

SEALED BIDS OR ESTIMATES WILL BE received at the office of the Mayor, Chairman of the Armory Board, in the City of New York until 2 p. m. on

MONDAY, JULY 15, 1907.

Item No. 1. FOR FURNITURE AND FITTINGS REQUIRED IN THE QUARTERS OF THE FIRST BRIGADE HEADQUARTERS, IN SEVENTY-FIRST REGIMENT ARMORY, BOROUGH OF MANHATTAN.

Security required, \$2,500.

Deposit to be made with bid, One Hundred and Twenty-five Dollars (\$125).

Time allowed for doing the work, sixty (60) working days.

Item No. 2. FOR EXCAVATION AND REMOVAL OF ROCK AND OTHER MATERIAL FROM THE SITE OF THE PROPOSED ARMORY FOR THE TWENTY-SECOND REGIMENT ENGINEERS, FORT WASHINGTON AVENUE, ONE HUNDRED AND SIXTY-EIGHTH AND ONE HUNDRED AND SIXTY-NINTH STREETS, IN THE BOROUGH OF MANHATTAN.

Security required, thirty thousand dollars (\$30,000).

Deposit to be made with bid, Fifteen Hundred Dollars (\$1,500).

Time allowed for doing the work, one hundred (100) working days.

Item No. 3. FOR FURNISHING AND INSTALLING ELECTRIC LIGHTING FIXTURES, ETC., IN TWELFTH REGIMENT ARMORY, BOROUGH OF MANHATTAN.

Security required, Five Thousand Dollars (\$5,000).

Deposit to be made with bid, Two Hundred and Fifty Dollars (\$250).

Time allowed for doing the work, seventy (70) working days.

The bids will be compared and the contracts 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 Armory Board, a copy of which with the proper envelopes 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 at the office of the Armory Board, Suite 6, new Hall of Records (basement), Borough of Manhattan.

For Item No. 1, plans may be examined at the office of the architects, Messrs. Clinton & Russell, No. 32 Nassau street, Manhattan.

For Item No. 2, a survey of the site may be examined at the office of the Armory Board, Suite 6 (basement), Hall of Records, Manhattan.

For Item No. 3, plans may be examined at the office of the architects, Messrs. Robinson & Knust, No. 164 Fifth avenue, Manhattan.

THE ARMORY BOARD.

GEORGE B. MCCLELLAN, Mayor;

PATRICK F. MCGOWAN, President of the Board of Aldermen;

JAMES MCLEER, Brigadier-General, Commanding Second

Brigade;

GEORGE MOORE SMITH, Brigadier-General, Commanding First

Brigade;

LAWSON PURDY, President of the Department of Taxes

and Assessments.

The City of New York, July 2, 1907.

jy2,15

See General Instructions to Bidders on the last page, last column, of the "City Record."

POLICE DEPARTMENT.

POLICE DEPARTMENT OF THE CITY OF NEW YORK, NO. 300 MULBERRY STREET.

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, Central Department, until 10 o'clock a. m. on

MONDAY, JULY 22, 1907.

FOR FURNISHING AND DELIVERING TWO (2) PATROL WAGONS (ONE GASOLINE AND ONE ELECTRIC) FOR THE USE OF THE POLICE DEPARTMENT OF THE CITY OF NEW YORK.

The time for the delivery of the labor, materials and supplies and the performance of the contract is ninety days.

The amount of security shall be fifty per cent. of the amount of the bid or estimate.

The wagons must be delivered within The City of New York, as directed by the Police Commissioner.

The bids will be compared by the sums or amounts for one gasoline patrol wagon or one electric patrol wagon and the Police Department reserves the right to award the contract to the lowest bidder for either kind of patrol wagon or to the lowest bidder for the whole number of patrol wagons.

The bidder will state the price for which he will do all the work and provide, furnish and deliver all the labor and materials mentioned and described in said contract and specifications.

For particulars as to the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications and to the plans on file in the office of the Inspector of Repairs and Supplies of the Police Department, No. 300 Mulberry street, City of New York.

Blank forms and further information may be obtained at the Central Office of the Police Department, No. 300 Mulberry street, Borough of Manhattan.

THEODORE A. BINGHAM,

Police Commissioner.

Dated June 29, 1907.

j29,jy12

See General Instructions to Bidders on the last page, last column, of the "City Record."

POLICE DEPARTMENT—CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of the City of New York, No. 300 Mulberry street, Room No. 9, for the following property, now in his custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes,

Blank forms and further information may be obtained at the Central Office of the Police Department No. 300 Mulberry street, Borough of Manhattan.

THEODORE A. BINGHAM,

Police Commissioner.

Dated July 10, 1907.

jy10,22

See General Instructions to Bidders on the last page, last column, of the "City Record."

POLICE DEPARTMENT OF THE CITY OF NEW YORK, NO. 300 MULBERRY STREET.

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, Central Department, until 10 o'clock a. m., on

THURSDAY, JULY 18, 1907,

FOR FURNISHING ALL THE LABOR AND FURNISHING AND ERECTING ALL THE MATERIALS NECESSARY IN MAKING AND COMPLETING ALTERATIONS AND GENERAL REPAIRS TO PREMISES No. 98 JOHN STREET, BOROUGH OF MANHATTAN.

The time allowed for making and completing the repairs and alterations will be thirty days.

The amount of security required will be fifty per cent. (50%) of the amount of bid or estimate.

The bids will be compared and award made to the lowest bidder.

The bidder will state the price for which he will do all the work and provide, furnish and deliver all the labor and materials mentioned and described in said contract and specifications.

For particulars as to the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications and to the plans on file in the office of the Inspector of Repairs and Supplies of the Police Department, No. 300 Mulberry street, City of New York.

Blank forms and further information may be obtained at the Central Office of the Police Department, No. 300 Mulberry street, Borough of Manhattan.

THEODORE A. BINGHAM,

Police Commissioner.

Dated July 6, 1907.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

POLICE DEPARTMENT OF THE CITY OF NEW YORK, NO. 300 MULBERRY STREET.

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, Central Department, until 10 o'clock a. m., on

THURSDAY, JULY 18, 1907,

FOR FURNISHING AND DELIVERING FIVE DOUBLE AND FIVE SINGLE PATROL WAGONS FOR THE USE OF THE POLICE DEPARTMENT OF THE CITY OF NEW YORK.

The time for the delivery of the labor, materials and supplies and the performance of the contract is ninety days.

The amount of security shall be 50 per cent. of the bid or estimate.

The bids will be compared by the sums or amounts for double patrol wagons or single patrol wagons, and the Police Department reserves the right to award the contract to the lowest bidder for either kind of patrol wagon or to the lowest bidder for the whole number of wag

wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

THEODORE A. BINGHAM,
Police Commissioner.

POLICE DEPARTMENT—CITY OF NEW YORK,
BOROUGH OF BROOKLYN.

OWNERS WANTED BY THE DEPUTY
Property Clerk of the Police Department of the City of New York—Office, No. 200 State street, Borough of Brooklyn—for the following property, now in his custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

THEODORE A. BINGHAM,
Police Commissioner.

DEPARTMENT OF PARKS.

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 25, 1907.

Borough of Brooklyn.

FOR FURNISHING ALL THE LABOR AND MATERIALS NECESSARY FOR THE ERECTION AND COMPLETION OF PLAYGROUND APPARATUS IN McLAUGHLIN PARK, BOROUGH OF BROOKLYN, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The time for the delivery of the articles and the full performance of the contract is within sixty (60) consecutive working days.

The amount of security required is Two Thousand Dollars (\$2,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Plans may be seen and blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy10,25

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 25, 1907.

Boroughs of Brooklyn and Queens.
FOR FURNISHING AND DELIVERING LIMESTONE AND LIMESTONE SCREENINGS IN PARKS IN THE BOROUGH OF BROOKLYN AND QUEENS.

The time for the delivery of the material and the full performance of the contract is within thirty (30) consecutive working days.

The amount of security required is Three Thousand Dollars (\$3,000).

The contracts must be bid for separately. The bids will be compared and the contracts awarded at a lump or aggregate sum for each contract.

Blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy10,25

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 25, 1907.

Borough of Queens.

FOR FURNISHING ALL THE LABOR AND MATERIALS NECESSARY TO PAVE WITH ASPHALT TILES THE WALKS IN KINGS PARK, BOROUGH OF QUEENS, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

The time allowed for the completion of the contract is within sixty (60) consecutive working days.

The amount of security required is Five Thousand Dollars (\$5,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained and plans may be seen at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy9,25

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 18, 1907.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING WHITE ASH ANTHRACITE COAL (NO. 3, 1907, BOTANICAL GARDEN), FOR PARKS, BOROUGH OF THE BRONX.

The time allowed for the delivery of the articles and the completion of the contract is before December 10, 1907.

The amount of security required is Fifteen Hundred Dollars (\$1,500).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, The Bronx.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 18, 1907.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING VITRIFIED STONEWARE DRAIN PIPE (NO. 1, 1907), FOR PARKS, BOROUGH OF THE BRONX.

The time allowed for the delivery of the articles and the performance of the contract is before September 1, 1907.

The amount of security required is Five Hundred Dollars (\$500).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, The Bronx.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 18, 1907.

Borough of Brooklyn.

FOR FURNISHING AND DELIVERING MASON'S SUPPLIES TO PROSPECT PARK.

The time for the delivery of the materials and the full performance of the contract is during the year 1907.

The amount of security required is One Thousand Dollars (\$1,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy5,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

AUCTION SALE.

THE DEPARTMENT OF PARKS, BOROUGH OF BROOKLYN AND QUEENS, will sell at public auction at the barn in Prospect Park, Ninth avenue and Seventh street, in the Borough of Brooklyn, at 10.30 a. m. on

WEDNESDAY, JULY 17, 1907,

the following property:

26 sheep.
54 lambs.
1 Angora goat.
1 lot of old rubber hose.

TERMS OF SALE.

Lambs and sheep are to be sold by choice in lots of one to six.

Cash payments in bankable funds at the time and place of sale, and the articles purchased are to be removed immediately after the sale. If the purchaser fails to effect removal of the articles purchased within ten days from the date of sale, he shall forfeit his purchase money and the ownership of the articles purchased. The City further reserves the right to sell the articles over again; the money received at said sale is to also become the property of the City.

M. J. KENNEDY,

Commissioner of Parks,

Boroughs of Brooklyn

and Queens.

Dated July 2, 1907.

jy5,17

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 18, 1907.

Borough of Brooklyn.

FOR FURNISHING ALL THE LABOR AND MATERIALS NECESSARY TO COMPLETE AND CONSTRUCT ASPHALT TILE WALKS IN BEDFORD, BUSHWICK, FULTON, SARATOGA AND IRVING SQUARE PARKS, IN THE BOROUGH OF BROOKLYN, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The time for the completion of the whole work will be within ninety (90) consecutive working days.

The amount of security required is Eighteen Thousand Dollars (\$18,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Plans may be seen and blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President.

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

jy3,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 18, 1907.

Borough of Brooklyn.

FOR FURNISHING ALL THE LABOR, PLANT AND MATERIALS NECESSARY TO CONSTRUCT AND COMPLETE RIP-RAP SEA WALL ALONG THE BAY RIDGE PARKWAY, FROM WAKEMAN PLACE TO FORT HAMILTON AVENUE, BOROUGH OF BROOKLYN, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The time for the completion of the whole work will be within two hundred and fifty (250) consecutive working days.

The amount of security required is Sixty Thousand Dollars (\$60,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Plans may be seen and blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

j29,jy18

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 11, 1907.

Borough of The Bronx.

FOR FURNISHING AND PLANTING TREES, GARDEN MOLD SODDING, ETC., ALONG THE VARIOUS STREETS IN THE BOROUGH OF THE BRONX.

The time for the delivery of the articles, materials and supplies, and the performance of the contract is on or before the expiration of the 15th day of December, 1907.

The amount of security shall be Twenty-five Thousand Dollars (\$25,000).

The bids will be compared and the contracts awarded at a lump or aggregate sum for each contract.

Blank forms may be obtained and plans may be seen at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

j27,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE 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, JULY 11, 1907.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING EIGHT HUNDRED (800) CUBIC YARDS BROKEN STONE OF TRAP ROCK AND ONE THOUSAND (1,000) CUBIC YARDS SCREENINGS OF TRAP ROCK (NO. 2, 1907) (BOTANICAL GARDEN), FOR PARKS, BOROUGH OF THE BRONX.

The time stipulated for the completion of the contract is thirty (30) days.

The amount of security required is Fifteen Hundred Dollars (\$1,500).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, The Bronx.

MOSES HERRMAN,

President;

JOSEPH I. BERRY,

MICHAEL J. KENNEDY,

Commissioners of Parks.

j22,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

COLLEGE OF THE CITY OF NEW YORK.

THE CITY OF NEW YORK, BOARD OF TRUSTEES OF THE COLLEGE OF THE CITY OF NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

FOR FURNISHING AND DELIVERING TO THE COLLEGE OF THE CITY OF NEW YORK 8,000 GROSS TONS OF NO. 1 BUCKWHEAT COAL, MORE OR LESS, FOR THE COLLEGE OF THE CITY OF NEW YORK, AT AMSTERDAM AVENUE, ETC.; ALSO 275 GROSS TONS OF BROKEN COAL, MORE OR LESS, FOR THE COLLEGE OF THE CITY OF NEW YORK, AT NO. 17 LEXINGTON AVENUE AND 8 CORDS OF WOOD, MORE OR LESS, FOR BOTH PLACES.

SEALED BIDS OR ESTIMATES FOR THE above supplies, indorsed with the above title, also with the name of the person or persons making the same, and the date of presentation, will be received by the Secretary or such other member of the Board as may be present, at the office of the Board of Trustees, No. 17 Lexington avenue, Borough of Manhattan, until 10 o'clock a. m. on

TUESDAY, JULY 16, 1907,

at which place and hour the bids will be publicly opened by the Secretary of the Board or by such other members of the Board as may be present, and read, and the award of the contract, if awarded, will be made as soon thereafter as practicable.

For particulars as to the quantity and quality of the supplies, bidders are referred to the specifications and list of supplies to be furnished, on file at the office of the Board of Trustees.

The time allowed to complete the whole work will be from August 15, 1907, to August 15, 1908, inclusive, as provided in the contract.

The amount of security required is 25 per cent. of the amount of the bid or estimate.

The bidder shall state a separate price for each of the following items:

(1) 8,000 gross tons of No. 1 buckwheat..... dollars (\$.....), at the rate of..... dollars (\$.....) per ton of 2,240 pounds.

(2) 275 gross tons of broken coal..... dollars (\$.....), at the rate of..... dollars (\$.....) per ton of 2,240 pounds.

(3) 8 cords of wood..... dollars (\$.....), at the rate of..... dollars (\$.....) per cord of 128 cubic feet, solid measure.

The award of the contract will be made to the lowest bidder on each item. Blank forms of bids and further information may be obtained at the office of the Board, No. 17 Lexington avenue, New York City.

EDWARD M. SHEPARD,

President of the Board of Trustees.

Dated July 5, 1907, Borough of Manhattan.

jy5,16

See General Instructions to Bidders on the last page, last column, of the "City Record."

THE CITY OF NEW YORK, OFFICE OF THE BOARD OF TRUSTEES OF THE COLLEGE OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

PROPOSALS FOR BIDS OR ESTIMATES, BOND, CONTRACT AND SPECIFICATIONS FOR BINDING.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES FOR THE above named work and materials will be received at the office of the College of the City of New York, Lexington avenue and Twenty-third street, in The City of New York, until 10 o'clock a. m., on

TUESDAY, JULY 16, 1907.

The time allowed for doing and completing the work will be up to and including the sixth (6th) day of September, 1907.

The amount of security required will be Five Hundred Dollars (\$500) for each item.

For particulars as to the quantity and quality of the supplies or the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications and list of materials, supplies and apparatus to be furnished, on file at the office of the Department, Board of Trustees. The binding has been classified in the specifications as items (a), (b), (c) and (d). The number of books to be bound under the classifications are estimated to be 400 under (a), 600 under (b), 3,000 under (c) and 2,000 under (d). These quantities are only estimates, and are not to be considered binding on the Board. The Board hereby reserves the right to order 5 per cent. more books to be bound or 5 per cent. less, as it shall deem necessary. Blank forms and further information may be obtained at office of the Board, No. 17 Lexington avenue, New York City.

EDWARD M. SHEPARD,

President of Board of Trustees.

Dated Borough of Manhattan, July 5, 1907.

jy5,16

THE BUILDINGS AND GROUNDS UNDER THE JURISDICTION OF THE DEPARTMENT OF PUBLIC CHARITIES, AND COMPRISING THE METROPOLITAN HOSPITAL DISTRICT, BLACKWELL'S ISLAND, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

The time allowed for doing and completing the entire work and the full performance of the contract is one hundred and fifty (150) consecutive calendar days.

The surety required will be Twenty Thousand Dollars (\$20,000).

The bidder shall state, in writing and in figures (without interlineation, alterations or erasure), one (1) aggregate price for the whole work as shown, noted, indicated or specified, as the contract is entire and for a complete job, and embraces the entire completion of the work in every respect and detail.

The bidder shall further similarly state one aggregate price for the whole work as shown, noted, indicated and specified and as modified by the Alternate installing underground conduit lines with service boxes, manholes, transformer vaults and the like complete as specified for all lines outside of buildings, as the contract as modified by the Alternate is entire and for a complete job, and embraces the entire completion of the work in every respect and detail.

The bidder shall further similarly state a unit price for each and every one of the items specified under "Unit Prices," in the specification (paragraphs 263 to 444), which unit prices shall govern in estimating extra work or reductions from the contract price due to any required changes from the drawings.

Bidders are requested to make their bids or estimates upon the blank form prepared by said Department, a copy of which, 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 Raymond F. Almiral, architect, No. 51 Chambers street, The City of New York, where the drawings, which are made a part of the specifications, can be seen.

ROBERT W. HEBBERD,
Commissioner.

The City of New York, July 5, 1907.

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF EAST TWENTY-SIXTH STREET, NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities at the above office until 2.30 o'clock p. m. on

MONDAY, JULY 22, 1907.

No. 1. FOR PROVIDING ALL LABOR AND MATERIALS REQUIRED FOR THE TEARING DOWN AND REMOVAL, EXCAVATION AND MASONRY, STEEL AND IRON ROOFING AND METAL WORK, CARPENTRY, GLAZING, PAINTING, HARDWARE, AND ALL OTHER WORK (EXCEPT ELECTRIC HEATING AND PLUMBING WORK, GAS AND ELECTRIC FIXTURES AND FITTING UP) FOR THE ERECTION AND ENTIRE COMPLETION OF A DAY ROOM FOR MALE INMATES AND A DAY ROOM FOR FEMALE INMATES, A RECEPTION PAVILION FOR MALE INMATES AND A RECEPTION ROOM FOR FEMALE INMATES, AND AN OPERATION PAVILION IN CONNECTION WITH THE HOME FOR THE AGED AND INFIRM, BLACKWELL'S ISLAND, THE CITY OF NEW YORK.

The time allowed for doing and completing the tearing down and removal, excavation and masonry, steel and iron, roofing and metal work, carpentry, glazing, painting, hardware, and all other work required under No. 1, will be:

(a) For the Day Room for Male Inmates two hundred and ten (210) consecutive calendar days.

(b) For the Day Room for Female Inmates one hundred and eighty (180) consecutive calendar days.

(c) For the Reception Pavilion for Male Inmates two hundred and ten (210) consecutive calendar days.

(d) For the Reception Room for Female Inmates two hundred and ten (210) consecutive calendar days.

(e) For the Operation Pavilion, two hundred and ten (210) consecutive calendar days.

The surety required for the execution of the tearing down and removal, excavation and masonry, steel and iron, roofing and metal work, carpentry, glazing, painting, hardware, and all other work required under No. 1, will be:

(a) For the Day Room for Male Inmates Seven Thousand Dollars (\$7,000).

(b) For the Day Room for Female Inmates Six Thousand Dollars (\$6,000).

(c) For the Reception Pavilion for Male Inmates Eight Thousand Dollars (\$8,000).

(d) For the Reception Room for Female Inmates Eight Thousand Dollars (\$8,000).

(e) For the Operation Pavilion Six Thousand Dollars (\$6,000).

The bidder shall state, in writing and in figures, without interlineation, alterations or erasure, one (1) aggregate price for the whole work as shown, noted, indicated or specified, as the contract is entire and for a complete job, and embraces the entire completion of the work in every respect and detail.

The Commissioner reserves the right to reject all bids or estimates if he deem it to be for the interest of the City so to do. Attention is called to the fact that five (5) separate bids are called for under each title. The Commissioner reserves the right to accept the lowest bid or reject all bids under either No. 1, No. 2 or No. 3, on each of the five buildings independently.

Separate sealed bids or estimates will be received at the same time and place:

No. 2. FOR PROVIDING ALL LABOR AND MATERIALS REQUIRED FOR THE ELECTRICAL CONDUIT, ELECTRIC WIRING AND SWITCHBOARD WORK, HEATING WORK, PLUMBING WORK, GAS PIPING AND ALL OTHER WORK (EXCEPT TEARING DOWN AND REMOVAL, EXCAVATION AND MASONRY, STEEL AND IRON, ROOFING AND METAL WORK, CARPENTRY, GAS AND ELECTRIC FIXTURES AND FITTING UP) FOR THE ERECTION AND ENTIRE COMPLETION OF A DAY ROOM FOR MALE INMATES AND A DAY ROOM FOR FEMALE INMATES, A RECEPTION PAVILION FOR MALE INMATES AND A RECEPTION ROOM FOR FEMALE INMATES, AND AN OPERATION PAVILION IN CONNECTION WITH THE HOME FOR THE AGED AND INFIRM, BLACKWELL'S ISLAND, THE CITY OF NEW YORK.

The time allowed for doing and completing the electrical conduit, electric wiring and switchboard

work, heating work, plumbing work, gas piping, and all other work required under No. 2, will be dependent entirely upon the progress and completion of the work required under No. 1 and No. 3, and shall be:

(a) For the Day Room for Male Inmates not more than one hundred and eighty (180) consecutive calendar days.

(b) For the Day Room for Female Inmates not more than one hundred and fifty (150) consecutive calendar days.

(c) For the Reception Pavilion for Male Inmates not more than one hundred and eighty (180) consecutive calendar days.

(d) For the Reception Room for Female Inmates not more than one hundred and eighty (180) consecutive calendar days.

(e) For the Operation Pavilion not more than one hundred and eighty (180) consecutive calendar days.

The surety required for the execution of the electrical conduit, electric wiring and switchboard work, heating work, plumbing work, gas piping, and all other work required under No. 2, will be:

(a) For the Day Room for Male Inmates Two Thousand Dollars (\$2,000).

(b) For the Day Room for Female Inmates Two Thousand Dollars (\$2,000).

(c) For the Reception Pavilion for Male Inmates Three Thousand Dollars (\$3,000).

(d) For the Reception Room for Female Inmates Three Thousand Dollars (\$3,000).

(e) For the Operation Pavilion Two Thousand Dollars (\$2,000).

The bidder shall state, in writing and in figures, without interlineation, alterations or erasure, one (1) aggregate price for the whole work as shown, noted, indicated or specified, as the contract is entire and for a complete job, and embraces the entire completion of the work in every respect and detail.

The Commissioner reserves the right to reject all bids or estimates if he deem it to be for the interest of the City so to do. Attention is called to the fact that five (5) separate bids are called for under each number. The Commissioner reserves the right to accept the lowest bid or reject all bids under either No. 1, No. 2 or No. 3 on each of the five buildings independently.

Separate sealed bids or estimates will be received at the same time and place:

No. 3. FOR PROVIDING ALL LABOR AND MATERIALS REQUIRED FOR THE GAS AND ELECTRIC FIXTURES AND FITTING UP AND ALL OTHER WORK (EXCEPT TEARING DOWN AND REMOVAL, EXCAVATION AND MASONRY, STEEL AND IRON ROOFING AND METAL WORK, CARPENTRY, AND ELECTRIC HEATING AND PLUMBING WORK) FOR THE ERECTION AND ENTIRE COMPLETION OF A DAY ROOM FOR MALE INMATES AND A DAY ROOM FOR FEMALE INMATES, A RECEPTION PAVILION FOR MALE INMATES AND A RECEPTION ROOM FOR FEMALE INMATES, AND AN OPERATION PAVILION IN CONNECTION WITH THE HOME FOR THE AGED AND INFIRM, BLACKWELL'S ISLAND, THE CITY OF NEW YORK.

The time allowed for doing and completing the gas and electric fixtures and fitting up, and all other work required under No. 3, will be dependent entirely upon the progress and completion of the work required under No. 1 and No. 2, and shall be:

(a) For the Day Room for Male Inmates not more than one hundred and eighty (180) consecutive calendar days.

(b) For the Day Room for Female Inmates not more than one hundred and fifty (150) consecutive calendar days.

(c) For the Reception Pavilion for Male Inmates not more than one hundred and eighty (180) consecutive calendar days.

(d) For the Reception Room for Female Inmates not more than one hundred and eighty (180) consecutive calendar days.

(e) For the Operation Pavilion not more than one hundred and eighty (180) consecutive calendar days.

The surety required for the execution of the gas and electric fixtures and fitting up, and all other work required under No. 3, will be:

(a) For the Day Room for Male Inmates Six Hundred Dollars (\$600).

(b) For the Day Room for Female Inmates Five Hundred Dollars (\$500).

(c) For the Reception Pavilion for Male Inmates Seven Hundred Dollars (\$700).

(d) For the Reception Room for Female Inmates Seven Hundred Dollars (\$700).

(e) For the Operation Pavilion Five Hundred Dollars (\$500).

The bidder shall state, in writing and in figures, without interlineation, alterations or erasure, one (1) aggregate price for the whole work as shown, noted, indicated or specified, as the contract is entire and for a complete job, and embraces the entire completion of the work in every respect and detail.

The Commissioner reserves the right to reject all bids or estimates if he deem it to be for the interest of the City so to do. Attention is called to the fact that five (5) separate bids are called for under each number. The Commissioner reserves the right to accept the lowest bid or reject all bids under either No. 1, No. 2 or No. 3, on each of the five buildings independently.

Bidders are requested to make their bids or estimates upon the blank form prepared by said 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 Raymond F. Almiral, Architect, No. 51 Chambers street, The City of New York, where the drawings, which are made a part of the specifications, can be seen.

ROBERT W. HEBBERD,
Commissioner.

The City of New York, July 5, 1907.

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF FINANCE.

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 BASINS at the southwest corner of JEROME AVENUE and SEDGWICK AVENUE approach to the CENTRAL BRIDGE, at the southeast corner of JEROME AVENUE, and SEDGWICK AVENUE approach to the CENTRAL BRIDGE. Area of assessment: Triangular lots bounded by Jerome avenue, Central Bridge, Harlem river and Exterior street, Lots Nos. 18 and 182 of Block 2497.

ANDERSON AVENUE — REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Jerome avenue to the north side of West One Hundred and Sixty-fourth street. Area of assessment: Both sides of Anderson avenue, from Jerome avenue to a point about 284 feet north of One Hundred and Sixty-fourth street, and to the extent of half the block at the intersecting streets and avenues.

TWENTY-THIRD WARD, SECTION 10.

FOX STREET—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, between Longwood and Intervale avenues. Area of assessment: Both sides of Fox street, from Longwood avenue to Intervale avenue and to the extent of half the block at the intersecting street.

BECK STREET—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Prospect avenue to Leggett avenue. Area of assessment: Both sides of Beck street, from Prospect to Leggett avenue, and to the extent of half the block at the intersecting street.

KELLY STREET—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Prospect avenue to Leggett avenue. Area of assessment: Both sides of Kelly street, from Prospect avenue to Leggett avenue, and to the extent of half the block at the intersecting street.

CYPRESS AVENUE—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from East One Hundred and Forty-first street to St. Mary's street. Area of assessment: Both sides of Cypress avenue, from One Hundred and Forty-first street to St. Mary's street, and to the extent of half the block at the intersecting street.

TWENTY-FOURTH WARD, SECTION 11.

WENDOVER AVENUE — REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Crotona Park to Boston road. Area of assessment: Both sides of Wendover avenue, from Crotona Park East to Boston road, and to the extent of half the block at the intersecting streets.

That the same were confirmed by the Board of Assessors July 9, 1907, and entered July 9, 1907, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments 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 said Greater New York Charter.

Said section provides, in part, 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 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, corner of One Hundred and Seventy-seventh street and Third avenue, 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 September 7, 1907, 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 the above assessments became liens to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 9, 1907.

jy10,23

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE.

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 at public auction all the buildings, parts of buildings, etc., standing within the lines of property acquired by The City of New York for street opening purposes, in the

Borough of Queens.

Being all those buildings, parts of buildings, etc., within the lines of the proposed extensions of Jamaica avenue, between Newtown road and Old Bowny Bay road; Clark street, between Van Alst avenue and Main street; Elm street, between Academy street and Second avenue; Washington avenue, between Vernon avenue and East river, all in the First Ward of the Borough of Queens, and which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 26, 1907, the sale of the above described buildings and appurtenances thereto will be held by the direction of the Comptroller on

WEDNESDAY, JULY 10, 1907,

at 2 p. m., on the premises, upon the following

TERMS AND CONDITIONS.

It being understood that the purchasers, at the time of the auction sale, when the said bid is accepted by the City, shall execute a contract with The City of New York for the proper compliance with these terms and conditions, which contract shall provide for liquidated damages at so much per day for each and every day the removal of the buildings, etc., remains incomplete, after the expiration of sixty days from the day of sale. A copy of said contract is on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

The buildings and appurtenances thereto will be sold to the highest bidder, who must pay immediately cash or a certified check drawn to the order of the Comptroller of the City of New York, and must either give a cash bond or an approved bond of a surety company in the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale and of the contract. Said bond must be filed within forty-eight hours after the sale.

All the buildings, structures and parts thereof, their fixtures and foundations of every class and description within the described area, are to be torn down to a level two feet below the existing curb, and structures which may exist within any of the buildings, such as engine beds, boiler settings, etc., and all stumps and area walls shall be torn down to the same level. All partitions, sheds and fences shall be removed from the premises. All brick laid in mortar, all floor beams, joists, studdings, flooring, ceiling, roofing, boards and woodwork of every description, and all gas, water, steam and soil piping shall be removed from the premises. All combustible matter, such as tar and felt roofing, broken laths and fragments of timber, chips, splinters, etc., which are of no value, shall be gathered together by the contractor and burned or carried away. The purchaser at the sale shall also shut off and cap all water pipes at the main pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity.

Failure to remove said buildings and appurtenances, or any portion thereof, within sixty days from the day of sale, will work forfeiture of ownership of such buildings or appurtenances or portion as shall then be left standing, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and the said 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 sixty days from the day of sale, 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 damages 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 the said buildings by the said successful bidder.

Party walls and fences when existing against adjacent property not sold shall not be taken down, but all furrings, plaster, chimneys, projecting brick, etc., on the faces of such party walls shall be taken down and removed. The walls shall be made permanently self-supporting without the aid of braces, the beams, etc., bricked up and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of the adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operation of the contractor.

The Comptroller of The City of New York reserves the right on the day of the sale to withdraw from sale any of the buildings or parts of buildings and machinery included in the foregoing parcel, and to reject any or all bids.

H. A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy6,10

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE.

AT THE REQUEST OF THE PRESIDENT of the Board of Trustees of Bellevue and Allied Hospitals, 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 at public auction the building and contents thereof standing within the line of property acquired by The City of New York for hospital purposes, in the

Borough of Manhattan.

Being the building known as the plant of the United Electric Light and Power Company, and all the machinery contained therein, viz:

Three 600 horsepower Corliss engines;
Direct connected exciter outfit;
Three Westinghouse 400 kilowatt generators;
One 2,000 horsepower heater;
Boulder feed pumps;
1,600 horsepower boilers;
Steam exhaust pipe;
Three steel stacks;
Breachings, dampers;
Steam and exhaust pipe covering;
Eight 1,200 horsepower engines;
Nine thousand six hundred horsepower kilowatt condenser;
Eight 750 kilowatt generators;
Three 225 kilowatt exciter outfits;
Force draught outfit;
Twenty-five ton traveling crane;
Seven 200 horsepower climax boilers;
Coal and ash conveying apparatus;
Steam and exhaust piping;
Two feed water heaters 2,000 horsepower;
Three boiler feed pumps;
Steam and exhaust pipe covering;
Four steel stacks;
Breachings, dampers and damper regulators;

—said building being situated between Twenty-eighth and Twenty-ninth streets and between First avenue and the East river, Borough of Manhattan, and which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, the sale of the above described building and contents thereof will be held on

THURSDAY, JULY 11, 1907,

at 10 a. m., on the premises, upon the following

TERMS AND CONDITIONS.

It being understood that the purchasers, at the time of the auction sale, when the said bid is accepted by the City, shall execute a contract with The City of New York for the proper compliance with these terms and conditions, which contract shall provide for liquidated damages at so much per day for each and every day the removal of the buildings, etc., remain incomplete after the expiration of sixty days from the day of sale. A copy of said contract is on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

The buildings and appurtenances thereto will be sold to the highest bidder, who must pay immediately cash or a certified check drawn to the order of the Comptroller of The City of New York, and must either give a cash bond or an approved bond of a surety company in the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale and of the contract. Said bond must be filed within forty-eight hours after the sale. All the buildings, structures and parts thereof,

their fixtures and foundations of every class and description within the described area are to be torn down to a level a few feet below the existing curb, and structures which may exist within any of the buildings, such as engine beds, boiler settings, etc., and all stumps and area walls shall be torn down to the same level. All partitions, sheds and fences shall be removed from the premises. All brick laid in mortar, all floor beams, joists, studdings, flooring, ceiling, roofing, boards and woodwork of every description, and all gas, water, steam and soil piping shall be removed from the premises. All combustible matter, such as tar and felt roofing, broken laths and fragments of timber, chips, splinters, etc., which are of no value shall be gathered together by the contractor and burned or carried away. The purchaser at the sale shall also shut off and cap all water pipes at the main pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity.

Failure to remove said buildings and appurtenances, or any portion thereof, within sixty days from the day of sale will work forfeiture of ownership of such buildings or appurtenances or portion as shall then be left standing, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and the said 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 sixty days from the day of sale, 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 damages 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 the said buildings by the said successful bidder.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down, but all furnishings, plaster, chimneys, projecting brick, etc., on the faces of such party walls shall be taken down and removed. The walls shall be made permanently self-supporting without the aid of braces, the beamholes, etc., bricked up and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of the adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operation of the contractor.

The Comptroller of the City of New York reserves the right on the day of the sale to withdraw from sale any of the buildings or parts of buildings and machinery included in the foregoing parcel, and to reject any or all bids.

H. A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's office, July 1, 1907.

jy6,11

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE.

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 at public auction the buildings, parts of buildings, etc., standing within the lines of property owned by The City of New York, acquired by it for bridge purposes, in the

Borough of Queens.

Being all the remaining buildings, parts of buildings, etc., between Sunnyside street and Jackson avenue, Long Island City, Borough of Queens, which were not sold on the sale of Friday, June 14, 1907, and which are more particularly described on a certain map on file in the office of the Collector of Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held May 22, 1907, the sale of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

FRIDAY, JULY 12, 1907,

at 11 a. m., on the premises, on the following

TERMS AND CONDITIONS.

It being understood that the purchasers, at the time of the auction sale, when the said bid is accepted by the City, shall execute a contract with The City of New York for the proper compliance with these terms and conditions, which contract shall provide for liquidated damages at so much per day for each and every day the removal of the buildings, etc., remains incomplete, after the expiration of sixty days from the day of sale. A copy of said contract is on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

The buildings and appurtenances thereto will be sold to the highest bidder, who must pay immediately cash or a certified check drawn to the order of the Comptroller of the City of New York, and must either give a cash bond or an approved bond of a surety company in the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale and of the contract. Said bond must be filed within forty-eight hours after the sale.

All the buildings, structures and parts thereof, their fixtures and foundations, of every class and description, within the described area are to be torn down to a level a few feet below the existing curb, and structures which may exist within any of the buildings, such as engine beds, boiler settings, etc., and all stumps and area walls shall be torn down to the same level. All partitions, sheds and fences shall be removed from the premises. All brick laid in mortar, all floor beams, joists, studdings, flooring, ceiling, roofing, boards and woodwork of every description, and all gas, water, steam and soil piping shall be removed from the premises. All combustible matter, such as tar and felt roofing, broken laths and fragments of timber, chips, splinters, etc., which are of no value, shall be gathered together by the contractor and burned or carried away. The purchaser at the sale shall also shut off and cap all water pipes at the main pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity.

Failure to remove said buildings and appurtenances, or any portion thereof, within sixty days from the day of sale will work forfeiture of ownership of such buildings or appurtenances or portion as shall then be left standing, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and the said 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 sixty days from the day of sale, 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 damages 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 the said buildings by the said successful bidder.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down, but all furnishings, plaster, chimneys, projecting brick, etc., on the faces of such party walls shall be taken down and removed. The walls shall be made permanently self-supporting without the aid of braces, the beamholes, etc., bricked up and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of the adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operation of the contractor.

The Comptroller of the City of New York reserves the right on the day of the sale to withdraw from sale any of the buildings or parts of buildings and machinery included in the foregoing parcel, and to reject any or all bids.

H. A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy6,12

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE.

AT THE REQUEST OF THE BOARD OF Education, 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 all the buildings, parts of buildings, etc., standing within the lines of property owned by The City of New York, acquired by it for school purposes in the

Borough of Brooklyn.

Being all those buildings, parts of buildings, etc., on the south side of Concord street, adjoining Public School No. 1, and which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 26, 1907, the sale of the above-described buildings and appurtenances thereto will be held under the direction of the Comptroller on

WEDNESDAY, JULY 10, 1907,

at 11 a. m., on the premises, on the following

TERMS AND CONDITIONS.

It being understood that the purchasers, at the time of the auction sale, when the said bid is accepted by the City, shall execute a contract with The City of New York for the proper compliance with these terms and conditions, which contract shall provide for liquidated damages at so much per day for each and every day the removal of the buildings, etc., remains incomplete, after the expiration of sixty days from the day of sale. A copy of said contract is on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

The buildings and appurtenances thereto will be sold to the highest bidder, who must pay immediately cash or a certified check drawn to the order of the Comptroller of the City of New York, and must either give a cash bond or an approved bond of a surety company in the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale and of the contract. Said bond must be filed within forty-eight hours after the sale.

All the buildings, structures and parts thereof, their fixtures and foundations of every class and description within the described area are to be torn down to a level a few feet below the existing curb, and structures which may exist within any of the buildings, such as engine beds, boiler settings, etc., and all stumps and area walls shall be torn down to the same level. All partitions, sheds and fences shall be removed from the premises. All brick laid in mortar, all floor beams, joists, studdings, flooring, ceiling, roofing, boards and woodwork of every description, and all gas, water, steam and soil piping shall be removed from the premises. All combustible matter, such as tar and felt roofing, broken laths and fragments of timber, chips, splinters, etc., which are of no value, shall be gathered together by the contractor and burned or carried away.

The purchaser at the sale shall also shut off and cap all water pipes at the main pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity.

Failure to remove said buildings and appurtenances, or any portion thereof, within sixty days from the day of sale, will work forfeiture of ownership of such buildings or appurtenances or portion as shall then be left standing, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and the said 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 sixty days from the day of sale, 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 damages 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 the said buildings by the said successful bidder.

Party walls and fences when existing against adjacent property not sold shall not be taken down, but all furnishings, plaster, chimneys, projecting brick, etc., on the faces of such party walls, shall be taken down and removed. The walls shall be made permanently self-supporting without the aid of braces, the beamholes, etc., bricked up and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of the adjacent buildings shall be properly flashed and painted and made watertight

where they have been disturbed by the operation of the contractor.

The Comptroller of The City of New York reserves the right on the day of the sale to withdraw from sale any of the buildings or parts of buildings and machinery included in the foregoing parcel, and to reject any or all bids.

H. A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy6,10

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 QUEENS:

FIRST WARD.

CRESCENT STREET—SEWER and appurtenances, from Grand avenue to Newtown avenue. Area of assessment: Both sides of Crescent street, from Grand avenue to Newtown avenue.

—that the same was confirmed by the Board of Assessors on July 2, 1907, and entered on July 2, 1907, 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 said Greater New York Charter.

Said section provides, in part, that "If any such assessments 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 assessments 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, at the Hackett Building, No. 51 Jackson avenue, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. until 12 m., and all payments made thereon on or before August 31, 1907, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessment became a lien to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy5,18

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.

BROADWAY—PAVING, that portion recently regraded for a width of 16 feet (between the old line of curb and the new curb), on the east and west sides, from One Hundred and Fifty-fifth to One Hundred and Sixty-ninth street. Area of assessment: Both sides of Broadway, from West One Hundred and Fifty-fifth street to West One Hundred and Sixty-ninth street and to the extent of half the block at the intersecting streets.

—that the same was confirmed by the Board of Assessors on July 2, 1907, and entered on July 2, 1907, 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 said Greater New York Charter.

Said section provides, in part, 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, Room H, No. 280 Broadway, 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 August 31, 1907, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessment became a lien to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York—Department of Finance,
Comptroller's Office, July 2, 1907.

jy5,18

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH OF THE BRONX:

TWENTY-THIRD WARD, SECTION 9.

EAST ONE HUNDRED AND FORTY-THIRD STREET—PAVING AND SETTING CURB, from Brook avenue to St. Ann's avenue. Area of assessment: Both sides of One Hundred and Forty-third street, from Brook avenue to St. Ann's avenue and to the extent of half the block at the intersecting streets.

EAST ONE HUNDRED AND FIFTIETH STREET—PAVING, from Brook avenue to Port

Morris Branch Railroad. Area of assessment: Both sides of One Hundred and Fiftieth street, from Brook avenue to Port Morris Branch Railroad, and to the extent of half the block at the intersecting streets.

SHERMAN AVENUE—PAVING AND SETTING CURB, from One Hundred and Sixty-first to One Hundred and Sixty-fourth street. Area of assessment: Both sides of Sherman avenue, from One Hundred and Sixty-first to One Hundred and Sixty-fourth street, and to the extent of half the block at the intersecting streets.

TWENTY-THIRD WARD, SECTION 10.

ONE HUNDRED AND FORTIETH STREET—REGULATING, GRADING, CURBING, FLAGGING, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from a point about 150 feet west of Cypress avenue to Locust avenue. Area of assessment: Both sides of One Hundred and Fortieth street, from St. Ann's avenue to Locust avenue, and to the extent of half the block at the intersecting streets.

FOX STREET—REGULATING, PAVING AND CURBING, between Longwood avenue and Intervale avenue. Area of assessment: Both sides of Fox street, from Longwood avenue to Intervale avenue, and to the extent of half the block at the intersecting streets.

KELLY STREET—SEWER and appurtenances, between Prospect and Leggett avenues. Area of assessment: Both sides of Kelly street, from Prospect avenue to One Hundred and Fifty-sixth street; west side of Leggett avenue, from Dawson street to Beck street, and south side of One Hundred and Fifty-sixth street, from Kelly to Beck street.

TWENTY-FOURTH WARD, ANNEXED TERRITORY.

TEMPORARY SEWERS AND APPURTENANCES IN LOCUST STREET, between White Plains road and Elm avenue, and in NORTH AND SOUTH OAK DRIVES, between Elm avenue and the junction of the said drives, and in HICKORY AVENUE, between North Oak drive and the north line of Bronxwood Park. Area of assessment: Property known on the tax map as Bronxwood Park Lots, fronting on the following streets. South Oak drive, North Oak drive, Elm avenue, Locust street, Hickory avenue and White Plains road.

—that the same were confirmed by the Board of Assessors July 2, 1907, and entered July 2, 1907, 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 said Greater New York Charter.

Said section provides, in part, 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 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, corner of One Hundred and Seventy-seventh street and Third avenue, 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 August 31, 1907, 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 the above assessments became liens to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy5,18

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH OF BROOKLYN:

TWENTY-SIXTH WARD, SECTION 13.

RAILROAD AVENUE—REGULATING, GRADING, PAVING AND CURBING, between Jamaica avenue and Glenmore avenue. Area of assessment: Both sides of Railroad avenue, from Jamaica avenue to Glenmore avenue, and to the extent of half the block at the intersecting streets.

—that the same was confirmed by the Board of Assessors July 2, 1907, and entered July 2, 1907, 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 said Greater New York Charter.

Said section provides, in part, 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 Mechanics' Bank Building, Court and Montague streets, 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 August 31, 1907, 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.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, July 2, 1907.

jy5,18

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court, and the entering in the Bureau for the Collection of Assessments and Arrears of the assessments for OPENING AND ACQUIRING TITLE to the following named street in the BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, ANNEXED TERRITORY.

MORRIS STREET—OPENING, from Bronx river to Old Boston Post road. Confirmed August 9, 1904, November 16, 1904, and February 20, 1907; entered June 28, 1907. 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 a point formed by the intersection of a line parallel to and 300 feet southeasterly from the southeasterly line of Old Boston Post road with a line parallel to and 800 feet southerly from the southerly line of Morris street (East Two Hundred and Seventy-third street); running thence westerly along said last-mentioned parallel line (and its prolongation) to its intersection with the easterly line of the Bronx river; thence northerly along said easterly line to its intersection with the westerly prolongation of a line parallel to and 800 feet northerly from the northerly line of Morris street (East Two Hundred and Seventy-third street); thence easterly along said prolongation and parallel line and its easterly prolongation to its intersection with a line parallel to and 300 feet southeasterly from the southeasterly line of Old Boston Post road; thence southwesterly along said last-mentioned parallel line to the point of beginning.

The above entitled assessment was entered on the date herebefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents. Unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment interest will be collected thereon, as provided in section 1006 of the Greater New York Charter.

Said section provides that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, corner of One Hundred and Seventy-seventh street and Third avenue, 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 August 27, 1907, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum, from the date when above assessment became a lien to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, June 28, 1907. j29,jy13

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH OF THE BRONX:

TWENTY-THIRD WARD, SECTION 9.

EAST ONE HUNDRED AND FIFTY-FIRST STREET—PAVING AND CURBING, from Mott avenue to River avenue. Area of assessment: Both sides of One Hundred and Fifty-first street, from River avenue to Mott avenue, and to the extent of half the block at the intersecting streets.

EAST ONE HUNDRED AND FIFTY-SEVENTH STREET—PAVING AND CURBING, from Third avenue to St. Ann's avenue. Area of assessment: Both sides of One Hundred and Fifty-seventh street, from Third avenue to St. Ann's avenue, and to the extent of half the block at the intersecting streets.

WEST ONE HUNDRED AND SIXTY-THIRD STREET—SEWER and appurtenances, between Woodcrest avenue and Ogden avenue. Area of assessment: Both sides of One Hundred and Sixty-third street, from Woodcrest avenue to Ogden avenue.

MORRIS AVENUE—PAVING AND CURBING, from One Hundred and Sixty-fourth street to One Hundred and Sixty-fifth street. Area of assessment: Both sides of Morris avenue, from One Hundred and Sixty-third street to One Hundred and Sixty-fifth street, and to the extent of half the block at the intersecting streets.

TWENTY-THIRD WARD, SECTIONS 9 AND 11.

SEWER AND APPURTENANCES IN EAST ONE HUNDRED AND SIXTY-NINTH STREET, between Morris avenue and Findlay avenue, and in COLLEGE and FINDLAY AVENUES, between East One Hundred and Sixty-eighth street and East One Hundred and Seventieth street. Area of assessment: Blocks bounded by Morris avenue, Teller avenue, One Hundred and Sixty-eighth street and One Hundred and Sixty-ninth street; both sides of College and Findlay avenues, from One Hundred and Sixty-ninth to One Hundred and Seventieth street, including Lot No. 44, Block 2785, and both sides of Teller avenue, between One Hundred and Sixty-ninth and One Hundred and Seventieth streets.

TWENTY-THIRD WARD, SECTION 10.

STEBBINS AVENUE—PAVING AND CURBING, from Dawson street to Westchester avenue. Area of assessment: Both sides of Stebbins avenue, from Dawson street to Westchester avenue, and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 11.

EAST ONE HUNDRED AND SEVENTY-FOURTH STREET—SEWER and appurtenances, between Jerome avenue and Walton avenue, with

a branch in TOWNSEND AVENUE, between East One Hundred and Seventy-fourth street and Belmont street. Area of assessment: Both sides of Townsend and Walton avenues, from Belmont street to One Hundred and Seventy-fourth street; both sides of One Hundred and Seventy-fourth street, from Jerome avenue to Grand Boulevard and Concourse.

EAST ONE HUNDRED AND SEVENTY-EIGHTH STREET—SEWER, from the existing sewer east of the Grand Boulevard and Concourse to the Grand Boulevard and Concourse, and GRAND BOULEVARD AND CONCOURSE—SEWER, east side, between One Hundred and Seventy-eighth street and Echo place. Area of assessment: East side of the Grand Boulevard and Concourse, from Echo place to One Hundred and Seventy-ninth street; both sides of One Hundred and Seventy-eighth street, from the Grand Boulevard and Concourse to a point about 203 feet easterly.

DRAINAGE STREET—SEWER and appurtenances extending from Boone street to Longfellow street, between Jennings street and East One Hundred and Seventy-second street, and LONGFELLOW (STREET) AVENUE—SEWER, between Jennings street and East One Hundred and Seventy-third street. Area of assessment: Both sides of Longfellow avenue, from Jennings street to One Hundred and Seventy-third street; northeast corner of Bryant avenue and Jennings street; southeast corner of Bryant avenue and One Hundred and Seventy-second street, and East side of Bryant avenue, from its intersection with One Hundred and Seventy-second street to a point about 300 feet northerly.

PROSPECT AVENUE—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES, from Crotona Park North to East One Hundred and Eighty-ninth street. Area of assessment: Both sides of Prospect avenue, from Crotona Park North to East One Hundred and Eighty-ninth street, and to the extent of half the block at the intersecting streets and avenues.

TWENTY-FOURTH WARD, SECTION 12.

DRAINS OR SEWERS and appurtenances in EAST TWO HUNDRED AND THIRTY-THIRD STREET, between Webster avenue and Napier avenue; WEBSTER AVENUE, between East Two Hundred and Thirty-third street and East Two Hundred and Thirty-fourth street, between East Two Hundred and Thirty-sixth street and the City line; VERIO AVENUE, between East Two Hundred and Thirty-third street and East Two Hundred and Thirty-fifth street; VERIO AVENUE, between East Two Hundred and Thirty-seventh street and the City line; NAPIER AVENUE, between East Two Hundred and Thirty-third street and East Two Hundred and Thirty-fifth street; EAST TWO HUNDRED AND THIRTY-FOURTH STREET, between Verio avenue and Webster avenue; EAST TWO HUNDRED AND THIRTY-FOURTH STREET, between East Two Hundred and Thirty-third street and Katonah avenue; EAST TWO HUNDRED AND THIRTY-SIXTH STREET, between Verio avenue and Martha avenue, and between Katonah and Kepler avenues; EAST TWO HUNDRED AND THIRTY-SEVENTH STREET, between Katonah avenue and a point about 200 feet west of Kepler avenue; EAST TWO HUNDRED AND THIRTY-EIGHTH STREET, between Martha avenue and Kepler avenue; EAST TWO HUNDRED AND THIRTY-NINTH STREET, between Verio avenue and Kepler avenue; EAST TWO HUNDRED AND FORTIETH STREET, between Webster avenue and Verio avenue; EAST TWO HUNDRED AND FORTIETH STREET, from a point about 580 feet east of Martha avenue to Mount Vernon avenue.

Area of assessment: Both sides of Two Hundred and Thirty-third street, from Webster avenue to a point about 373 feet west of Mount Vernon avenue; both sides of Mount Vernon avenue, extending about 895 feet south of Two Hundred and Thirty-third street; both sides of Mount Vernon avenue, from Two Hundred and Thirty-third street to the northerly boundary line of The City of New York; both sides of Two Hundred and Thirty-fourth street, from Webster avenue to Kepler avenue; both sides of Two Hundred and Thirty-fifth and Two Hundred and Thirty-sixth streets, from Webster avenue to Mount Vernon avenue; both sides of Two Hundred and Thirty-seventh, Two Hundred and Thirty-eighth, Two Hundred and Thirty-ninth and Two Hundred and Fortieth streets, from Verio avenue to Mount Vernon avenue; both sides of Two Hundred and Forty-first and Two Hundred and Forty-second streets, from Mount Vernon avenue to the northerly boundary line of The City of New York; south side of McLean avenue, from Webster avenue to Verio avenue; both sides of Webster avenue, from Two Hundred and Thirty-third street to the northerly boundary line of The City of New York; both sides of Verio avenue, from Two Hundred and Thirty-third street to the northerly boundary line of The City of New York; both sides of Katonah avenue, from Two Hundred and Thirty-third street to the northerly boundary line of The City of New York; both sides of Two Hundred and Thirty-fifth street to the northerly boundary line of The City of New York; both sides of Katonah avenue, from Two Hundred and Forty-second street; both sides of Kepler avenue, from Two Hundred and Thirty-third street to Two Hundred and Thirty-ninth street; both sides of Oneida avenue, from Two Hundred and Thirty-third to Two Hundred and Thirty-eighth street, and both sides of Napier avenue, from Two Hundred and Thirty-third to Two Hundred and Thirty-seventh street.

WEST TWO HUNDRED AND THIRTY-THIRD STREET—SEWER and appurtenances, between Broadway and Bailey avenue, and BAILEY AVENUE—SEWER, between West Two Hundred and Thirty-third and West Two Hundred and Thirty-eighth streets.

Area of assessment: Both sides of Bailey avenue, commencing about 380 feet south of Two Hundred and Thirty-third street and extending northerly to Van Courtlandt Park South; both sides of Albany road, from Two Hundred and Thirty-fourth street to Van Courtlandt Park South; both sides of Van Courtlandt Park South to Sedgewick avenue; both sides of Sedgewick avenue, from Giles place to Moshulu Parkway South; both sides of Van Courtlandt Park South, from Van Courtlandt avenue to Moshulu Parkway South; both sides of Saxon avenue, Norman avenue and Gouverneur avenue, from Sedgewick avenue to Van Courtlandt Park South, including also both sides of Stevenson Oval; both sides of Two Hundred and Thirty-sixth street, from Putnam avenue, West, to Albany road; both sides of Two Hundred and Thirty-eighth street, from Bailey avenue to Sedgewick avenue; both sides of Canon place, from Giles place to Two Hundred and Thirty-eighth street; both sides of Fort Independence street, from Heath avenue to Bailey avenue; both sides of Two Hundred and Thirty-fourth street, from Putnam avenue, West, to Albany road; both sides of Two Hundred and Thirty-third street, from Broadway to Bailey avenue; both sides of Two Hundred and Thirty-first street, from Albany road to Bailey avenue.

—that the same were confirmed by the Board of Revision of Assessments June 27, 1907, and entered June 27, 1907, 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 said Greater New York Charter.

Said section provides, in part, 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 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, corner of One Hundred and Seventy-seventh street and Third avenue, 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 August 26, 1907, 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 the above assessments became liens to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York, Department of Finance,
Comptroller's Office, June 27, 1907. j29,jy13

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 MANHATTAN:

TWELFTH WARD, SECTION 8.

WEST ONE HUNDRED AND SIXTY-FIFTH STREET—PAVING, CURBING AND RECURRING, from Boulevard Lafayette to Broadway. Area of assessment: Both sides of West One Hundred and Sixty-fifth street, from Boulevard Lafayette to Broadway and to the extent of half the block at the intersecting and terminating streets.

FAIRVIEW AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, from St. Nicholas avenue to Broadway. Area of assessment: Both sides of Fairview avenue, from St. Nicholas avenue to Broadway and to the extent of half the block at the intersecting and terminating streets and avenues.

—that the same were confirmed by the Board of Revision of Assessments on June 27, 1907, and entered on June 27, 1907, 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 said Greater New York Charter.

Said section provides, in part, 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 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, Room H, No. 280 Broadway, 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 August 26, 1907, 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 assessments became liens to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York—Department of Finance,
Comptroller's Office, June 27, 1907. j28,jy12

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.

Pursuant to the provisions of chapter 582, Laws of 1893, for improvements in the former Town of New Utrecht, to wit:

THIRTIETH WARD.

BAY RIDGE AVENUE—GRADING, PAVING AND CURBING, from Third avenue to New York Bay. Area of assessment: Both sides of Bay Ridge avenue, from Third avenue to New York Bay, and extending back 100 feet from Bay Ridge avenue.

BENSON AVENUE—GRADING, PAVING AND GUTTERING, from Eighteenth avenue to Twentieth avenue. Area of assessment: Both sides of Benson avenue, from Eighteenth avenue to Twentieth avenue, and extending back 100 feet from Benson avenue.

KOUWENHOVEN LANE—GRADING AND PAVING, from Fourth avenue to Fifth avenue. Area of assessment: Both sides of Kouwenhoven lane, from Fourth avenue to Fifth avenue, and extending back 100 feet from Kouwenhoven lane.

CROSEY AVENUE—GRADING, PAVING AND GUTTERING, from Franklin avenue to Fifteenth avenue. Area of assessment: Both sides of Crosey avenue, from Franklin avenue to Fifteenth avenue, and extending back 100 feet from Crosey avenue.

CROSEY AVENUE—GRADING, PAVING, GUTTERING AND CURBING, from Fifteenth avenue to Twenty-third avenue. Area of assessment: Both sides of Crosey avenue, from Fifteenth avenue to Twenty-third avenue, and extending back 100 feet from Crosey avenue.

EIGHTEENTH AVENUE—GRADING, PAVING AND GUTTERING, from Crosey avenue to Gravesend avenue. Area of assessment: Both sides of Eighteenth avenue, from Crosey avenue to Gravesend avenue, and extending back 100 feet from Eighteenth avenue.

EIGHTIETH STREET—GRADING, PAVING, GUTTERING AND CURBING, from

Eighteenth avenue to Twenty-second avenue. Area of assessment: Both sides of Eightieth street, from Eighteenth avenue to Twenty-second avenue, and extending back 100 feet from Eightieth street.

EIGHTY-SIXTH STREET—GRADING, PAVING AND GUTTERING, from Fifth avenue to Shore road. Area of assessment: Both sides of Eighty-sixth street, from Fifth avenue to Shore road, and extending back 100 feet from Eighty-sixth street.

FOURTH AVENUE—GRADING, PAVING, GUTTERING AND CURBING, from Sixtieth street to Shore road. Area of assessment: Both sides of Fourth avenue, from Sixtieth street to Shore road, and extending back 100 feet from Fourth avenue.

FIFTH AVENUE—GRADING, PAVING AND GUTTERING, from Eighty-sixth street to Fourth avenue. Area of assessment: Both sides of Fifth avenue, from Eighty-sixth street to Fourth avenue, and extending back 100 feet from Fifth avenue.

FRANKLIN AVENUE—GRADING, PAVING AND GUTTERING, from Crosey avenue to Warehouse avenue. Area of assessment: Both sides of Franklin avenue, from Crosey avenue to Warehouse avenue, and extending back 100 feet from Franklin avenue.

NEW UTRECHT AVENUE—GRADING, PAVING AND CURBING, from old City line to Sixty-seventh street. Area of assessment: Both sides of New Utrecht avenue, from old City line to Sixty-seventh street, and extending back 100 feet from New Utrecht avenue.

NINETY-SECOND STREET—GRADING, PAVING AND GUTTERING, from Seventh avenue to Shore road. Area of assessment: Both sides of Ninety-second street, from Seventh avenue to Shore road, and extending back 100 feet from Ninety-second street.

NINETY-FIFTH STREET—GRADING, PAVING AND GUTTERING, from Second avenue to Fourth avenue. Area of assessment: Both sides of Ninety-fifth street, from Second avenue to Fourth avenue, and extending back 100 feet from Ninety-fifth street.

SECONY AVENUE—GRADING, PAVING AND GUTTERING, from Sixty-fifth street to Ninety-second street. Area of assessment: Both sides of Second avenue, from Sixty-fifth street to Ninety-second street, and extending back 100 feet from Second avenue.

SECOND AVENUE—GRADING, PAVING AND GUTTERING, from Ninety-second street to Shore road. Area of assessment: Both sides of Second avenue, from Ninety-second street to Shore road, and extending back 100 feet from Second avenue.

SIXTIETH STREET—GRADING, PAVING AND GUTTERING, from Fourth avenue to Twenty-second avenue. Area of assessment: Both sides of Sixtieth street, from Fourth avenue to Twenty-second avenue, and extending back 100 feet from Sixtieth street.

SIXTY-SEVENTH STREET—PAVING AND GUTTERING, from Fourth avenue to Fifth avenue. Area of assessment: Both sides of Sixty-seventh street, from Fourth avenue to Fifth avenue, and extending back 100 feet from Sixty-seventh street.

SIXTY-SEVENTH STREET—PAVING AND GUTTERING, from New Utrecht avenue to Eighteenth avenue. Area of assessment: Both sides of Sixty-seventh street, from New Utrecht avenue to Eighteenth avenue, and extending back 100 feet from Sixty-seventh street.

SEVENTIETH STREET—PAVING AND GUTTERING, from Fort Hamilton avenue to Tenth avenue. Area of assessment: Both sides of Seventieth street, from Fort Hamilton avenue to Tenth avenue, and extending back 100 feet from Seventieth street.

SEVENTY-NINTH STREET—GRADING, PAVING AND GUTTERING, from Eighteenth avenue to Fort Hamilton avenue. Area of assessment: Both sides of Seventy-ninth street, from Eighteenth avenue to Fort Hamilton avenue, and extending back 100 feet from Seventy-ninth street.

SEVENTY-NINTH STREET—PAVING AND GUTTERING, from Fort Hamilton avenue to Shore road. Area of assessment: Both sides of Seventy-ninth street, from Fort Hamilton avenue to Shore road, and extending back 100 feet from Seventy-ninth street.

TENTH AVENUE—PAVING AND GUTTERING, from Bay Ridge avenue to Seventy-fifth street. Area of assessment: Both sides of Tenth avenue, from Bay Ridge avenue to Seventy-fifth street, and extending back 100 feet from Tenth avenue.

TWENTY-FIRST AVENUE—GRADING, PAVING AND GUTTERING, from Eightieth street to Crosey avenue. Area of assessment: Both sides of Twenty-first avenue, from Eightieth street to Crosey avenue, and extending back 100 feet from Twenty-first avenue.

TWENTY-SECOND AVENUE—GRADING, PAVING AND GUTTERING, from Eightieth street to Crosey avenue. Area of assessment: Both sides of Twenty-second avenue, from Eightieth street to Crosey avenue, and extending back 100 feet from Twenty-second avenue.

WAREHOUSE AVENUE—GRADING, PAVING AND GUTTERING, from Franklin avenue to Seventh avenue. Area of assessment: Both sides of Warehouse avenue, from Franklin avenue to Seventh avenue, and extending back 100 feet from Warehouse avenue.

The Board of Assessors has levied and assessed the foregoing assessments in fifty equal annual installments.

The "Fourth Installment" in each case is now due and payable and hereafter for forty-six years an amount equal to one of the aforesaid annual installments with interest shall be assessed upon the lots or parcels of land benefited by said improvements. These assessments were confirmed by the Board of Revision of Assessments on June 30, 1904, and the "Fourth Installment" entered on June 25, 1907, in the Record of Titles of Assessments kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents.

Unless the amount of the fourth installment in each case shall be paid within sixty days after said date of entry, interest shall be charged, collected and received thereon, as provided in section 1019 of the Greater New York Charter.

Said section provides, in part, 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 and Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessments 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 assessments became liens, 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 streets, 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 August 24, 1907, 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 the above assessments became liens to the date of payment.

HERMAN A. METZ,
Comptroller.

City of New York—Department of Finance,
Comptroller's office, June 25, 1907.

j27,jy11

DEPARTMENT OF FINANCE, CITY OF NEW YORK,
December 14, 1906.

UNTIL FURTHER NOTICE AND UNLESS otherwise directed in any special case 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.
Two companies on a bond up to \$125,000.
Three companies on a bond up to \$200,000.

Asphalt, Asphalt Block and Wood Block Pavements—

Two companies on a bond up to \$50,000.
Three companies on a bond up to \$125,000.

Regulating, Grading, Paving, Sewers, Water Mains, Dredging, Construction of Parks

Parkways, Etc.—
One company on a bond up to \$25,000.
Two companies on a bond up to \$75,000.
Three companies on a bond up to \$150,000.
Four companies on a bond up to \$250,000.

New Docks, Buildings, Bridges, Aqueducts, Tunnels, Etc.—

One company on a bond up to \$25,000.
Two companies on a bond up to \$75,000.
Three companies on a bond up to \$150,000.
Four companies on a bond up to \$250,000.

Repairs, Ventilating, Heating, Plumbing, Etc.—

One company on a bond up to \$25,000.
Two companies on a bond up to \$75,000.
Three companies on a bond up to \$150,000.
Four companies on a bond up to \$250,000.

On bonds regarded as hazardous risks additional surety will be required as the Comptroller sees fit in each instance.

All bonds exceeding \$250,000 will by that fact alone be considered hazardous risks, no matter what the nature of the work.

H. A. METZ,
Comptroller.

BOROUGH OF MANHATTAN.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 16, until 2 o'clock p. m. on

THURSDAY, JULY 18, 1907,

FOR THE COMPLETION OF THE PLUMBING AND DRAINAGE OF A PUBLIC BATH BUILDING, NOW BEING ERRECTED ON EAST SIDE OF AVENUE A, BETWEEN TWENTY-THIRD AND TWENTY-FOURTH STREETS, NEW YORK CITY, WHICH HAS BEEN ABANDONED BY THE ORIGINAL CONTRACTORS.

The time allowed for doing and completing the work will be thirty (30) calendar days.
The security required will be Three Thousand Dollars (\$3,000).

The bidder shall state one aggregate price for the whole work described and specified, as the contract is entire and for a complete job.

Plans and drawings may be seen and blank forms of the contracts and specifications may be obtained at the office of the architects, Messrs. Aiken & Brunner, No. 33 Union Square West, Borough of Manhattan.

JOHN F. AHEARN,
Borough President.

The City of New York, July 5, 1907.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 16, until 3 o'clock p. m. on

WEDNESDAY, JULY 10, 1907.

No. 1, FOR LABOR AND MATERIAL REQUIRED (EXCEPT FOR PLUMBING WORK) FOR THE ERECTION AND COMPLETION OF A PUBLIC BATH BUILDING AT NOS. 5 AND 7 RUTGERS PLACE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

The time allowed for doing and completing the work will be two hundred and fifty (250) calendar days.

The security required will be Fifty Thousand Dollars (\$50,000).

The bidder shall state one aggregate price for the whole work described and specified, as the contract is entire and for a complete job; and also a unit price per cubic yard for additional rock excavation requiring blasting, and for boulders of more than one-half cubic yard volume (estimated at 500 cubic yards), for the purpose of comparing bids.

No. 2, FOR LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF PLUMBING WORK IN A PUBLIC BATH BUILDING TO BE ERRECTED AT NOS. 5 AND 7 RUTGERS PLACE, BOROUGH OF MANHATTAN.

The time allowed for doing and completing the work will be two hundred and fifty (250) calendar days.

The security required will be Five Thousand Dollars (\$5,000).

The bidder shall state one aggregate price for the whole work described and specified, as the contract is entire and for a complete job; and also a unit price per cubic yard for additional rock excavation requiring blasting, and for boulders of more than one-half cubic yard volume (estimated at 200 cubic yards), for the purpose of comparing bids.

Plans and drawings may be seen and blank forms of the contracts and specifications may be obtained at the office of the architects, Messrs. Bernstein & Bernstein, No. 24 East Twenty-third street, Borough of Manhattan.

JOHN F. AHEARN,
Borough President.

The City of New York, June 27, 1907.

j27,jy10

See General Instructions to Bidders on the last page, last column, of the "City Record."

BELLEVUE AND ALLIED HOSPITALS.

BELLEVUE AND ALLIED HOSPITALS DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 o'clock p. m. on

THURSDAY, JULY 11, 1907.

FOR ALL LABOR AND MATERIAL REQUIRED TO CLEAN AND PAINT ALL THE IRON WORK OF THE FIRE ESCAPES AND VERANDAS ON THE BUILDINGS OF BELLEVUE HOSPITAL, TWENTY-SIXTH STREET TO TWENTY-EIGHTH STREET, FIRST AVENUE TO THE EAST RIVER, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

The surety required shall be Twelve Hundred Dollars (\$1,200).

The time for the completion of the work and the full performance of the contract is within forty (40) consecutive working days.

The bids will be compared and the contract awarded at a lump or aggregate sum to the lowest bidder.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

MYLES TIERNEY,
Acting President, Board of Trustees,
Bellevue and Allied Hospitals.

Dated June 27, 1907.

j29,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

BELLEVUE AND ALLIED HOSPITALS DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 p. m. on

THURSDAY, JULY 11, 1907.

POTATOES.

The surety required will be not less than fifty per cent. (50%) of the amount of the bid.

The time for the delivery of the supplies and the full performance of the contract is on or before December 31, 1907.

The bids will be read from the total, and will be compared and awarded to the lowest bidder for the line or class, as specified, as soon thereafter as practicable, according to law.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where the bids and deposits are also delivered.

MYLES TIERNEY,
Acting President, Board of Trustees,
Bellevue and Allied Hospitals.

Dated June 27, 1907.

j29,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

BOARD OF ESTIMATE AND APPORTIONMENT.

PUBLIC NOTICE.

NOTICE IS HEREBY GIVEN TO THE New York City Railway Company, Brooklyn Rapid Transit Company and Coney Island and Brooklyn Railroad Company, and all street surface railway companies operating in the Boroughs of Manhattan and Brooklyn, that at a meeting of the Board of Estimate and Apportionment, held in the Old Council Chamber, Room 16, City Hall, Borough of Manhattan, on May 24, 1907, the Secretary of the Board of Estimate and Apportionment was directed to communicate in writing with the aforementioned railway companies, and to have published in the City Record a notice requesting the aforementioned companies to submit to the Board of Estimate and Apportionment on or before September 1, 1907, petitions in writing, duly verified by the presidents and secretaries of the respective companies, for franchises to construct, maintain and operate double-track railroads over and across the Manhattan Bridge and upon and along the Flatbush avenue extension, in the Borough of Brooklyn.

JOSEPH HAAG,
Secretary.

Dated New York, May 24, 1907.

m27,21

BOARD MEETINGS.

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.

The Commissioners of the Sinking Fund meet in the Old Council Chamber (Room 16), City Hall, at call of the Mayor.

N. TAYLOR PHILLIPS,
Deputy Comptroller, Secretary.

The Board of City Record meet in the Old Council Chamber (Room 16), City Hall, at call of the Mayor.

PATRICK J. TRACY,
Supervisor, Secretary.

DEPARTMENT OF STREET CLEANING.

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock m. on

THURSDAY, JULY 18, 1907.

Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING 155 COILS PURE MANILA HEMP BOLT ROPE.

The time for the delivery of the articles, materials and supplies, and the performance of the

contract is one-fourth within 30 days, one-fourth within 60 days, and the remainder within 90 days from the beginning.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound 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, and awards 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.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated July 5, 1907.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock m. on

THURSDAY, JULY 18, 1907.

Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING 40 SETS SINGLE TRUCK HARNESS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is 60 days.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price per set by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder.

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, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated July 5, 1907.

jy6,18

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, 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, JULY 16, 1907,

Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING 800 PIPE HORSE COLLARS (SIZES FROM 2 1/2 INCH TO 26 INCH).

The time for the delivery of the articles, materials and supplies, and the performance of the contract, is by or before December 31, 1907.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

N. B.—Each bidder must submit on or before the opening of the bids two (2) samples of the collar he proposes to furnish.

The bidder will state the price of each horse collar contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total, and awards made to the lowest bidder.

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, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated July 3, 1907.

jy5,16

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, 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

FRIDAY, JULY 12, 1907.

Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING 200 PIECES OF TICKING FOR SADDLE PADS AND HORSE COLLARS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is 30 days.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per 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 and awards 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.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated June 28, 1907.

jy1,12

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, 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

FRIDAY, JULY 12, 1907.

Boroughs of Manhattan, The Bronx and Brooklyn.

No. 1. CONTRACT FOR FURNISHING AND DELIVERING PARTS FOR SPRINKLING TRUCKS AND FOR SWEEPING MACHINES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is thirty days.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, per hundred pounds, 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 class, and awards made to the lowest bidder on each 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, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated June 28, 1907.

jy1,12

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, 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

WEDNESDAY, JULY 10, 1907,
Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING LEATHER.

The time for the delivery of the articles, materials and supplies and the performance of the contract is: One-half within 30 working days and one-half within 60 working days from the beginning.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

Bidders must submit sample sides of leather of each of the items, Nos. 1 and 2.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound 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 and awards 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.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated June 26, 1907.

j28,jy10

See General Instructions to Bidders on the last page, last column, of the "City Record."

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, NOS. 13 TO 21 PARK ROW, 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

WEDNESDAY, JULY 10, 1907,
Boroughs of Manhattan, The Bronx and Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING COAL FOR HEATING PURPOSES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1907.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per ton, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for each class and awards made to the lowest bidder on each 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, the Borough of Manhattan, Nos. 13 to 21 Park row.

M. CRAVEN,
Commissioner of Street Cleaning.

Dated June 26, 1907.

j28,jy10

See General Instructions to Bidders on the last page, last column, of the "City Record."

ASHES, ETC., FOR FILLING IN LANDS. PERSONS HAVING LANDS OR PLACES in the vicinity of New York Bay to fill in can procure material for that purpose—ashes, street sweepings, etc., collected by the Department of Street Cleaning—free of charge by applying to the Commissioner of Street Cleaning, Nos. 13 to 21 Park row, Borough of Manhattan.

WALTER BENDEL,
Commissioner of Street Cleaning.

BOROUGH OF RICHMOND.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF RICHMOND, RICHMOND BOROUGH HALL, ST. GEORGE, NEW BRIGHTON, NEW YORK 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, JULY 30, 1907.

Borough of Richmond.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING REINFORCED CONCRETE RETAINING WALLS ON JAY STREET AND SOUTH STREET, AND OTHER WORK IN

CONNECTION WITH THE ST. GEORGE FERRY APPROACH.

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:

- 9,400 cubic yards of concrete in place, including forms.
- 1,100,000 pounds of steel in place.
- 23,000 cubic yards of excavation.
- 100 cubic yards of broken stone, for foundation.
- 2,500 linear feet of granite coping on parapet wall.
- 30 linear feet of special granite coping, Class A.
- 20 linear feet of special granite coping, Class B.
- 20 linear feet of special granite coping, Class C.
- 4,950 square feet of granite facing.
- 100 cubic yards of extra concrete for foundation, 1-3-6.
- 40,000 linear feet of piles, furnished, driven and cut.
- 16 granite pedestals, Type A.
- 3 granite pedestals, Type B.
- 1 granite pedestal, Type C.
- 1 granite pedestal, Type D.
- 1 granite pedestal, Type E.
- 1 granite pedestal, Type G.

The time for the completion of the work and the full performance of the contract is three hundred and fifty (350) days.

The amount of security required is One Hundred Thousand Dollars (\$100,000).

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 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 said President. The plans and drawings may be seen and other information obtained at the office of the Commissioner of Public Works of the Borough of Richmond, Borough Hall, New Brighton, Borough of Richmond.

GEORGE CROMWELL,
President.
The City of New York, June 25, 1907.
j28,jy30

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1536, NOS. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m. on

TUESDAY, JULY 16, 1907.

Boroughs of Manhattan and The Bronx.

FOR HAULING AND LAYING WATER MAINS IN WEST FARMS ROAD AND IN JENNINGS, MANIDA AND ONE HUNDRED AND SEVENTY-EIGHTH STREETS.

The time allowed for doing and completing the work will be ninety working days.

The security required will be Five Thousand Dollars (\$5,000).

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 each contract awarded for all the work, articles, materials and supplies contained in the specifications or schedule attached thereto.

Blank forms may be obtained at the office of the Department of Water Supply, Gas and Electricity, the Borough of Manhattan, Nos. 13 to 21 Park row, and at Room 28, Municipal Building, Borough of Brooklyn.

JOHN H. O'BRIEN,
Commissioner of Water Supply,
Gas and Electricity.
The City of New York, July 2, 1907.
jy3,16

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1536, NOS. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m. on

TUESDAY, JULY 16, 1907.

Borough of Brooklyn.

FOR FURNISHING AND DELIVERING 44,000 GROSS TONS OF SEMI-BITUMINOUS COAL.

The time allowed for the delivery of the articles, materials and supplies and the performance of the contract will be until May 1, 1908.

The amount of security will be Twenty Thousand Dollars (\$20,000).

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 the contract awarded for all the work, articles, materials and supplies contained in the specifications or schedule attached thereto.

Blank forms may be obtained at the office of the Department of Water Supply, Gas and Electricity, Room 922, the Borough of Manhattan, Nos. 13 to 21 Park Row, and at Room 28, Municipal Building, Borough of Brooklyn.

JOHN H. O'BRIEN,
Commissioner of Water Supply,
Gas and Electricity.
The City of New York, July 2, 1907.
jy3,16

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY, ROOM 1536, NOS. 13 TO 21 PARK ROW, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at the above office until 2 o'clock p. m. on

THURSDAY, JULY 11, 1907.

Boroughs of Manhattan and The Bronx.
FOR FURNISHING, DELIVERING AND LAYING WATER MAINS IN NEW CHAM-

BERS, WATER OLIVER, HENRY AND PIKE STREETS, AND IN JAMES SLIP.

The time allowed for doing and completing the work will be one hundred (100) working days.

The security required will be Twenty Thousand Dollars (\$20,000).

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 each contract awarded for all the work, articles, materials and supplies contained in the specifications or schedule attached thereto.

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, and any further information may be obtained upon application therefor at the office of the Chief Engineer, Room 922, Nos. 13 to 21 Park row, Borough of Manhattan.

JOHN H. O'BRIEN,
Commissioner of Water Supply, Gas and Electricity.
The City of New York, June 28, 1907.
j29,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

BOROUGH OF THE BRONX.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, ONE HUNDRED AND SEVENTY-SEVENTH STREET AND THIRD AVENUE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx at the above office until 11 o'clock a. m. on

TUESDAY, JULY 16, 1907.

No. 1. FOR FURNISHING AND DELIVERING WHITE OAK AND PINE STAKES TO THE TOPOGRAPHICAL, SEWERS AND HIGHWAYS BUREAUS.

Bureau of Highways.

- 6,500 1 3/4-inch by 1 3/4-inch by 15-inch clear white oak stakes, planed on two (2) sides, 1 end pointed.
- 6,000 1 3/4-inch by 1 3/4-inch by 18-inch clear white oak stakes, planed on two (2) sides, 1 end pointed.
- 8,000 1-inch by 3-inch by 18-inch clear pine stakes, planed on two (2) sides, 1 end pointed.

Topographical Bureau.

- 4,000 2-inch by 2-inch by 18-inch clear white oak stakes, planed on two (2) sides, 1 end pointed.

Bureau of Sewers.

- 3,000 1 3/4-inch by 1 3/4-inch by 12-inch clear white oak stakes, planed on two (2) sides, 1 end pointed.
- 2,000 1 3/4-inch by 1 3/4-inch by 18-inch clear white oak stakes, planed on two (2) sides, 1 end pointed.

The time for the delivery of the articles is during the year 1907.

The amount of security required is Five Hundred Dollars.

No. 2. FOR PAVING WITH GRANITE BLOCK PAVEMENT ON A SAND FOUNDATION THE ROADWAY OF DEVOE AVENUE, FROM WEST FARMS ROAD TO EAST ONE HUNDRED AND EIGHTIETH STREET.

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

- 2,550 square yards of new granite block pavement, on a sand foundation, laid with sand joints, and keeping the pavement in repair for one year from date of acceptance.
- 1,575 linear feet of old curbstone, rejoined, recut on top and reset.

The time allowed for the completion of the work will be 30 consecutive working days.

The amount of security required will be Two Thousand Dollars.

No. 3. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES IN EAST ONE HUNDRED AND NINETY-NINTH STREET, FROM BAINBRIDGE AVENUE TO JEROME AVENUE.

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

- 1,000 cubic yards of earth excavation.
- 100 cubic yards of rock excavation.
- 10,700 cubic yards of filling.
- 2,350 linear feet of new curbstone, furnished and set.
- 9,400 square feet of new flagging, furnished and laid.
- 600 square feet of new bridge stone for crosswalks, furnished and laid.
- 450 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

The time allowed for the completion of the work will be 150 working days.

The amount of security required will be Three Thousand Six Hundred Dollars.

No. 4. FOR REGULATING, GRADING, BUILDING APPROACHES AND PLACING FENCES IN MANIDA STREET, FROM LAFAYETTE AVENUE TO EDGEWATER ROAD.

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

- 65,000 cubic yards of earth excavation.
- 3,400 cubic yards of rock excavation.
- 400 cubic yards of filling.
- 600 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

The time allowed for the completion of the work will be 300 working days.

The amount of security required will be Sixteen Thousand Dollars.

No. 5. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES IN EAST ONE HUNDRED AND NINETY-THIRD STREET, FROM JEROME AVENUE TO THE GRAND BOULEVARD AND CONCOURSE.

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

- 100 cubic yards of earth excavation.
- 200 cubic yards of rock excavation.
- 3,930 cubic yards of filling.
- 1,460 linear feet of new curbstone, furnished and set.
- 6,400 square feet of new flagging, furnished and laid.
- 50 square feet of new bridge stone for crosswalks, furnished and laid.
- 125 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

The time allowed for the completion of the work will be 60 working days.

The amount of security required will be Seven Thousand Dollars.

No. 6. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING

FENCES WHERE NECESSARY IN THE WIDENING OF SHAKESPEARE AVENUE FROM WEST ONE HUNDRED AND SIXTY EIGHTH STREET TO WEST ONE HUNDRED AND SIXTY-NINTH STREET.

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

- 500 cubic yards of earth excavation.
- 350 cubic yards of rock excavation.
- 500 cubic yards of filling.
- 375 linear feet of new curbstone, furnished and set.
- 250 linear feet of old curbstone, redressed and reset.
- 950 square feet of new flagging, furnished and laid.
- 1,000 square feet of old flagging, rejoined and relaid.
- 575 square feet of new bridge stone for crosswalks, furnished and laid.
- 300 square feet of old bridge stone for crosswalks, rejoined and reset.
- 50 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

The time allowed for the completion of the work will be 60 working days.

The amount of security required will be Seven Hundred Dollars.

No. 7. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING THE SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES IN NERED AVENUE, FROM TWO HUNDRED AND THIRTY-EIGHTH STREET, FROM FIRST STREET (OR BULLARD AVENUE) TO WHITE PLAINS ROAD.

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

- 6,800 cubic yards of earth excavation.
- 300 cubic yards of rock excavation.
- 3,400 cubic yards of filling.
- 2,600 linear feet of new curbstone, furnished and set.
- 9,500 square feet of new flagging, furnished and laid.
- 3,200 square feet of new bridge stone for crosswalks, furnished and laid.
- 150 cubic yards of dry rubble masonry, in retaining walls, culverts and gutters.
- 30 cubic yards of rubble masonry in mortar.
- 300 linear feet of vitrified stoneware pipe, 12 inches in diameter.
- 50 linear feet of vitrified stoneware pipe, 18 inches in diameter.
- 4 drainage inlets, Type A.
- 10 drainage inlets, Type B.
- 1,000 pounds of cast iron in inlet frames and covers, in place.

The time allowed for the completion of the work will be sixty (60) working days.

The amount of security required will be Six Thousand Dollars (\$6,000).

No. 8. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN THE GRAND BOULEVARD AND CONCOURSE (EAST SIDE), BETWEEN EAST ONE HUNDRED AND SIXTY-SIXTH STREET AND EAST ONE HUNDRED AND SIXTY-SEVENTH STREET; AND IN GRAND BOULEVARD AND CONCOURSE (WEST SIDE), FROM A POINT ABOUT 90 FEET SOUTH OF MCCLELLAN STREET TO EAST ONE HUNDRED AND SIXTY-SEVENTH STREET.

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

- 560 linear feet of pipe sewer, 15 inch.
- 1,075 linear feet of pipe sewer, 12 inch.
- 109 spurs for house connections, over and above the cost per linear foot of sewer.
- 17 manholes, complete.
- 1 receiving basin, complete.
- 3,900 cubic yards of rock to be excavated and removed.
- 5 cubic yards of Class "B" concrete in place, additional to that shown on the plan.
- 1,000 feet (B. M.) of timber for foundations furnished and laid, and sheeting furnished and left in place.
- 10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be two hundred and forty (240) working days.

The amount of security required will be Nine Thousand Five Hundred Dollars (\$9,500).

No. 9. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN EAST ONE HUNDRED AND EIGHTIETH STREET, BETWEEN WESTER AVENUE AND TIEBOUT AVENUE; AND IN TIEBOUT AVENUE, BETWEEN EAST ONE HUNDRED AND EIGHTIETH STREET AND EAST ONE HUNDRED AND EIGHTY-THIRD STREET; AND IN EAST ONE HUNDRED AND EIGHTY-THIRD STREET, BETWEEN TIEBOUT AVENUE AND CRESTON AVENUE; AND IN EAST ONE HUNDRED AND EIGHTY-THIRD STREET, BETWEEN MORRIS AVENUE AND JEROME AVENUE.

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

- 254 linear feet of pipe sewer, 24 inch.
- 1,132 linear feet of pipe sewer, 18 inch.
- 551 linear feet of pipe sewer, 15 inch.
- 1,240 linear feet of pipe sewer, 12 inch.
- 351 spurs for house connections, over and above the cost per linear foot of sewer.
- 31 manholes, complete.
- 6 receiving basins, complete.
- 4,625 cubic yards of rock to be excavated and removed.
- 10 cubic yards of Class "B" concrete in place, additional to that shown on the plan.
- 4,000 feet (B. M.) of timber for foundations furnished and laid, and sheeting furnished and left in place.
- 25 linear feet of twelve inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 300 working days.

The amount of security required will be Fourteen Thousand Dollars.

No. 10. FOR CONSTRUCTING A TEMPORARY SEWER AND APPURTENANCES IN KINGSBRIDGE ROAD, BETWEEN TWO HUNDRED AND THIRTY-SECOND STREET (EIGHTEENTH STREET) AND TWO HUNDRED AND THIRTY-THIRD STREET (NINETEENTH STREET), WAKEFIELD.

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

- 353 linear feet of pipe sewer, 12 inch.
- 16 spurs for house connections, over and above the cost per linear foot of sewer.
- 4 manholes, complete.
- 3 cubic yards of Class "B" concrete in place, additional to that shown on the plan.
- 1,000 feet (B. M.) of timber for foundations furnished and laid, and sheeting furnished and left in place.

The time allowed for the completion of the work will be 30 working days.

The amount of security required will be Six Hundred and Fifty Dollars.

No. 11. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN TIFFANY STREET, BETWEEN BURNET PLACE AND BARRY STREET.

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

- 174 linear feet of pipe sewer, 15-inch.
- 270 linear feet of pipe sewer, 12-inch.
- 64 spurs for house connections, over and above the cost per linear foot of sewer.

- 5 manholes, complete.
- 15 cubic yards of rock to be excavated and removed.
- 5 cubic yards of Class "B" concrete in place, additional to that shown on the plan.

- 5,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting furnished and left in place.
- 10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 45 working days.

The amount of security required will be Eleven Hundred Dollars.

No. 12. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN MOUNT HOPE PLACE, BETWEEN THE WEST HOUSE LINE OF THE GRAND BOULEVARD AND CONCOURSE AND MONROE AVENUE; AND IN THE GRAND BOULEVARD AND CONCOURSE (BOTH SIDES), BETWEEN MOUNT HOPE PLACE AND EAST ONE HUNDRED AND SEVENTY-SIXTH STREET; AND IN THE GRAND BOULEVARD AND CONCOURSE (EAST SIDE), BETWEEN TREMONT AVENUE AND ECHO PLACE, AND BETWEEN EAST ONE HUNDRED AND SEVENTY-NINTH STREET AND EAST ONE HUNDRED AND SEVENTY-EIGHTH STREET.

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

- 150 linear feet of pipe sewer, 15-inch.
- 860 linear feet of pipe sewer, 12-inch.
- 52 spurs for house connections, over and above the cost per linear foot of sewer.
- 11 manholes, complete.
- 1 receiving basin, complete.
- 300 cubic yards of rock to be excavated and removed.
- 5 cubic yards of Class "B" concrete in place, additional to that shown on the plan.
- 1,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting furnished and left in place.
- 10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 130 working days.

The amount of security required will be Two Thousand Six Hundred Dollars.

No. 13. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN GRAND BOULEVARD AND CONCOURSE (EAST SIDE), BETWEEN BUSH STREET AND EAST ONE HUNDRED AND EIGHTY-FIRST STREET, AND IN THE GRAND BOULEVARD AND CONCOURSE (WEST SIDE), BETWEEN EAST ONE HUNDRED AND EIGHTIETH STREET AND EAST ONE HUNDRED AND EIGHTY-FIRST STREET.

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

- 1,365 linear feet of pipe sewer, 12-inch.
- 85 spurs for house connections, over and above the cost per linear foot of sewer.
- 15 manholes, complete.
- 2 receiving basins, complete.
- 3,130 cubic yards of rock, to be excavated and removed.
- 5 cubic yards of Class B concrete in place, additional to that shown on the plan.
- 1,000 feet (B. M.) of timber, for foundations, furnished and laid, and sheeting furnished and left in place.
- 10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 190 working days.

The amount of security required will be Seven Thousand Five Hundred Dollars.

No. 14. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN GARRISON AVENUE, BETWEEN WHITTIER STREET AND EDGEWATER ROAD.

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

- 260 linear feet of pipe sewer, 30-inch.
- 5 linear feet of pipe sewer, 18-inch.
- 10 linear feet of pipe sewer, 12-inch.
- 18 spurs for house connections, over and above the cost per linear foot of sewer.
- 4 manholes, complete.
- 90 cubic yards of rock, to be excavated and removed.
- 100 cubic yards of Class B concrete, in place, additional to that shown on the plan.
- 65 cubic yards of broken stone, for foundations in place.
- 3,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting furnished and left in place.
- 3,000 linear feet of piles below sills, furnished, driven and cut off, and shod when required.
- 10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 120 working days.

The amount of security required will be Two Thousand Six Hundred Dollars.

No. 15. FOR CONSTRUCTING THE TRANSVERSE ROAD AT BURNSIDE AVENUE, IN CONNECTION WITH THE GRAND BOULEVARD AND CONCOURSE.

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

- 10,650 cubic yards of earth excavation.
- 3,000 cubic yards of rock excavation.
- 12,000 cubic yards of filling and back-filling.
- 80 cubic yards of cinder filling.
- 110 cubic yards of selected surfacing material.
- 5,000 feet (B. M.) of lumber.
- 110 cubic yards of dry rubble masonry.
- 25 cubic yards of rubble masonry in mortar.
- 470 cubic yards of Class "A" concrete.
- 4,850 cubic yards of Class "B" concrete.
- 20 cubic yards of cinder concrete.
- 9,500 square feet of waterproofing.
- 280 cubic feet of granite newels, fenders and coping.
- 800 linear feet of vitrified stoneware pipe drain, 12 inches in diameter.
- 225 linear feet of vitrified stoneware pipe drain, 10 inches in diameter.
- 30 spurs for house connections.
- 8 manholes.
- 7 standard receiving basins.
- 4 Type "A" inlets.
- 2 Type "B" inlets.
- 200 square yards of paved gutters.
- 306,000 pounds of steel and iron (exclusive of railings).
- 1,800 square feet of woven wire fabric.
- 120 linear feet of standard water pipe, 12 inches in diameter.
- 120 linear feet of standard water pipe, 16 inches in diameter.
- 60 linear feet of standard water pipe, 20 inches in diameter.
- 3,000 linear feet of new bluestone curb.
- 85 linear feet of new granite curb.
- 275 linear feet of old bluestone curb.
- 16,150 square feet of cement flagging.
- 1,750 square feet of new bluestone flagging.

640 square feet of old bluestone flagging.
1,300 square feet of new bluestone.
600 square feet of old bluestone.
3,750 square yards of asphalt block pavement.
5,000 square yards of iron slag block pavement.

1,300 square yards of macadam pavement.
92 linear feet of Type "A" railing.
843 linear feet of Type "B" railing.
600 linear feet of Type "C" railing.

The time allowed for the completion of the work will be two hundred (200) consecutive working days.

The amount of security required will be Thirty Thousand Dollars (\$30,000).

No. 16. FOR CONSTRUCTING THE TRANSVERSE ROAD AT EAST TWO HUNDRED AND FOURTH STREET, IN CONNECTION WITH THE GRAND BOULEVARD AND CONCOURSE.

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

5,100 cubic yards of earth excavation.
100 cubic yards of rock excavation.
28,750 cubic yards of filling and back-filling.
200 cubic yards of cinder filling.
100 cubic yards of selected surfacing material.

5,000 feet (B. M.) of lumber.
4,500 cubic yards of dry rubble masonry.
780 cubic yards of rubble masonry in mortar.

4,100 cubic yards of cyclopean masonry.
530 cubic yards of Class "A" concrete.
5,600 cubic yards of Class "B" concrete.
40 cubic yards of cinder concrete.

9,500 square feet of waterproofing.
260 cubic feet of granite newels, fenders and coping.
970 linear feet of vitrified stoneware pipe drain, 18 inches in diameter.

575 linear feet of vitrified stoneware pipe drain, 12 inches in diameter.
215 linear feet of vitrified stoneware pipe drain, 10 inches in diameter.

96 spurs for house connections.
16 manholes.
5 standard receiving basins.
4 Type "A" inlets.
2 Type "B" inlets.

200 square yards of paved gutters.
440,000 pounds of steel and iron (exclusive of railings).

1,750 square feet of woven wire fabric.
120 linear feet of standard water pipe, 12 inches in diameter.
60 linear feet of standard water pipe, 20 inches in diameter.

3,350 linear feet of new bluestone curb.
85 linear feet of new granite curb.
23,200 square feet of cement flagging.
3,320 square feet of new bluestone.

5,250 square yards of asphalt block pavement.
3,050 square yards of iron slag block pavement.
1,200 square yards of macadam pavement.
91 linear feet of Type "A" railing.

1,150 linear feet of Type "B" railing.
1,150 linear feet of Type "C" railing.
The time allowed for the completion of the work will be 300 consecutive working days.

The amount of security required will be Fifty Thousand Dollars.

No. 17. FOR FURNISHING AND DELIVERING BROKEN TRAP-ROCK, LIME OR NATIVE STONE SCREENINGS TO THE BUREAU OF HIGHWAYS.

15,000 cubic yards best quality 1½-inch broken stone, trap-rock, lime or native stone.
5,000 cubic yards best quality ½-inch screenings, trap-rock, lime or native stone.

Samples must be submitted three days before date of letting.

To be delivered as directed before December 1, 1907.

The amount of security required will be Twenty Thousand Dollars.

No. 18. FOR FURNISHING AND DELIVERING TWO STEAM ROAD ROLLERS TO THE BUREAU OF HIGHWAYS.

2 double cylinder steam road rollers, Buffalo Pitts or equal (size 15 gross tons).

To be furnished and delivered to the yard of the Bureau of Highways, One Hundred and Forty-third street and College avenue, within thirty days from date of execution of the contract.

The amount of security required will be Three Thousand Dollars.

No. 19. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN THE GRAND BOULEVARD AND CONCOURSE (BOTH SIDES), BETWEEN BELMONT STREET AND EAST ONE HUNDRED AND SEVENTY-SECOND STREET, AND ACROSS THE GRAND BOULEVARD AND CONCOURSE, ON THE SOUTH SIDE OF BELMONT STREET.

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

231 linear feet of pipe sewer, 15-inch.
1,275 linear feet of pipe sewer, 12-inch.
88 spurs for house connections, over and above the cost per linear foot of sewer.

15 manholes, complete.
2,950 cubic yards of rock to be excavated and removed.

5 cubic yards of Class "B" concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting furnished and left in place.

10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 175 working days.

The amount of security required will be Seven Thousand Five Hundred Dollars.

No. 20. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN WALTON AVENUE, BETWEEN EAST ONE HUNDRED AND SIXTY-FIFTH STREET AND TUDOR PLACE.

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

365 linear feet of pipe sewer, 18-inch.
785 linear feet of pipe sewer, 15-inch.
90 linear feet of pipe sewer, 12-inch.
160 spurs for house connections, over and above the cost per linear foot of sewer.

12 manholes, complete.
4 receiving basins, complete.
1350 cubic yards of rock, to be excavated and removed.

5 cubic yards of Class "B" concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber, for foundations, furnished and laid, and sheeting furnished and left in place.

10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 200 working days.

The amount of security required will be Five Thousand Dollars.

No. 21. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN BECK STREET, BETWEEN PROSPECT AVENUE AND LEGGETT AVENUE; AND IN LEGGETT AVENUE, BETWEEN SOUTHERN BOULEVARD AND FOX STREET; AND IN FOX STREET, BETWEEN LEGGETT AVENUE AND AVENUE ST. JOHN.

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

326 linear feet of pipe sewer, 15-inch.
1,120 linear feet of pipe sewer, 12-inch.
200 spurs for house connections, over and above the cost per linear foot of sewer.

15 manholes, complete.
2,125 cubic yards of rock, to be excavated and removed.

5 cubic yards of Class "B" concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber, for foundations, furnished and laid, and sheeting furnished and left in place.

10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 250 working days.

The amount of security required will be Six Thousand Dollars.

No. 22. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN AUSTIN PLACE, BETWEEN EAST ONE HUNDRED AND FORTY-NINTH STREET AND EAST ONE HUNDRED AND FORTY-SEVENTH STREET, AND IN EAST ONE HUNDRED AND FORTY-SEVENTH STREET, BETWEEN AUSTIN PLACE AND THE SOUTHERN BOULEVARD.

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

800 linear feet of pipe sewer, 12-inch.
91 spurs for house connections, over and above the cost per linear foot of sewer.

10 manholes, complete.
1,000 cubic yards of rock to be excavated and removed.

5 cubic yards of Class "B" concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting furnished and left in place.

10 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be 125 working days.

The amount of security required will be Three Thousand Three Hundred Dollars.

Blank forms can be obtained upon application therefor, and the plans and specifications may be seen and other information obtained at said office.

LOUIS F. HAFEN, President.
j72.16

See General Instructions to Bidders on the last page, last column, of the "City Record."

FIRE DEPARTMENT.

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, NOS. 157 AND 159 EAST SIXTY-SEVENTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10:30 o'clock a. m. on

TUESDAY, JULY 16, 1907,

Borough of Manhattan.

No. 1. FOR FURNISHING AND DELIVERING FIVE THOUSAND FIVE HUNDRED (5,500) FEET OF 16 CONDUCTOR UNDERGROUND CABLE.

The time for the delivery of the articles, materials and supplies and the performance of the contract is ninety (90) days.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

Borough of Queens.

No. 2. FOR FURNISHING AND DELIVERING SUPPLIES FOR THE FIRE ALARM TELEGRAPH FOR THE VOLUNTEER SYSTEM, BOROUGH OF QUEENS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before October 1, 1907.

The amount of security required is fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for each class and awards made to the lowest bidder on each class; or the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Fire Department, Nos. 157 and 159 East Sixty-seventh street, Manhattan.

FRANCIS J. LANTRY, Fire Commissioner.
Dated July 2, 1907. j73.16

See General Instructions to Bidders on the last page, last column, of the "City Record."

BOARD OF WATER SUPPLY.

TO CONTRACTORS.

CONSTRUCTING A FIELD OFFICE BUILDING IN THE TOWN OF CORTLANDT, WESTCHESTER COUNTY, N. Y.

SEALED BIDS OR PROPOSALS WILL BE received by the Board of Water Supply at the office of the Secretary, No. 299 Broadway, New York, Room 911, ninth floor, until 2 p. m. on

TUESDAY, JULY 23, 1907.

FOR THE CONSTRUCTION OF A FIELD OFFICE BUILDING, FOR DIVISION AND SECTION ENGINEERS IN THE EMPLOY OF THE BOARD OF WATER SUPPLY, IN THE TOWN OF CORTLANDT, WESTCHESTER COUNTY, N. Y.

At the above place and hour the bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board of Water Supply as soon thereafter as practicable.

This work is authorized by chapter 724, Laws of 1905, of the State of New York.

The building is to be a two-story and attic office building, 40 feet 4 inches by 45 feet 4 inches, in plan, with concrete or stone foundations, fireproof concrete vault, frame superstructure, shingle roof, and steam heating, plumbing and electric lighting systems.

The building will be located near Varrian's Mill, on the south side of the Peekskill Hollow road, in the Town of Cortlandt, Westchester County, New York.

The bond required for the faithful performance of the contract will be Two Thousand Dollars (\$2,000). No bids will be received or considered unless accompanied by a certified check upon a National or State bank in the City of New York, drawn to the order of the Comptroller, to the amount of Three Hundred Dollars (\$300).

Time allowed for the completion of the work is five months.

Pamphlets containing further information for bidders, forms of proposal, contract and bond, approved by the Corporation Counsel, and specifications; and pamphlet containing the contract drawings, can be obtained at the office of the Board of Water Supply, Room 1515, No. 299 Broadway, upon application in person or by mail, by depositing the sum of five dollars (\$5) in currency for each pamphlet, to insure the return of same in good condition within sixty (60) days from the date on which bids are to be opened.

J. EDWARD SIMMONS, President;
CHARLES N. CHADWICK, CHARLES A. SHAW, Board of Water Supply.

J. WALDO SMITH, Chief Engineer.
THOS. HASSETT, Secretary.
j75.23

See General Instructions to Bidders on the last page, last column, of the "City Record."

TO CONTRACTORS.

CONSTRUCTING MAIN DAMS FOR ASHOKAN RESERVOIR, IN ULSTER COUNTY, N. Y.

SEALED BIDS OR PROPOSALS WILL BE received by the Board of Water Supply at the office of the Secretary, No. 299 Broadway, New York, Room 911, ninth floor, until 2 p. m. on

TUESDAY, AUGUST 6, 1907,

FOR THE CONSTRUCTION OF THE MAIN DAMS FOR THE ASHOKAN RESERVOIR, NEAR BROWN'S STATION, IN THE TOWNS OF OLIVE AND MARLBETOWN, ULSTER COUNTY, N. Y.

At the above place, and hour the bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board of Water Supply as soon thereafter as practicable.

This work is authorized by chapter 724, Laws of 1905, of the State of New York.

The principal items in the Engineer's estimate of the work are as follows:

Removing steel pipes when directed.
Control of stream flow, Olive Bridge dam.

Control of stream flow, Middle Dike.
2,055,000 cubic yards earth excavation.
425,000 cubic yards rock excavation.

7,055,000 cubic yards refilling and embanking.
210,000 cubic yards soil for surface dressing.
1,100,000 barrels Portland cement.

280,000 cubic yards concrete masonry.
530,000 cubic yards cyclopean masonry.
64,000 cubic yards concrete blocks.

125,000 square feet face dressing for concrete.
95,000 cubic yards dry rubble paving.
929,000 pounds cast and wrought iron, steel and bronze, caring for and setting

900,000 pounds of metal work furnished by the City.
200 acres clearing.
11,500 linear feet vitrified pipe, not exceeding 10 inches in diameter.

10,000 linear feet vitrified pipe, not exceeding 18 inches in diameter.
950,000 feet (B. M.) timber and lumber.

For additional details and other items see contract.

Two or more bonds, the aggregate penalties of which shall be One Million Dollars (\$1,000,000), will be required for the faithful performance of the contract. Each bond must be signed by the contractor and the sureties. The name and address of each surety offered must be stated in the bid or proposal, together with the amount in which each surety will qualify. The sureties and the amount in which each will qualify must be satisfactory to the Board.

No bids will be received or considered unless accompanied by a certified check upon a national or state bank in the City of New York, drawn to the order of the Comptroller, to the amount of Two Hundred and Fifty Thousand Dollars (\$250,000).

Time allowed for the completion of the work is eighty-four months from the date of service of notice by the Board to begin work.

Pamphlets containing further information for bidders, forms of proposal, contract and bond, approved by the Corporation Counsel, and specifications; and pamphlet containing contract drawings, can be obtained at the office of the Board of Water Supply, Room 1515, No. 299 Broadway, upon application in person or by mail, by depositing the sum of ten dollars (\$10) in currency or check, drawn to the order of the Board of Water Supply, for each pamphlet, to secure the return of the same in good condition within sixty days from the date on which bids are to be opened.

J. EDWARD SIMMONS, President;
CHARLES N. CHADWICK, CHARLES A. SHAW, Board of Water Supply.

J. WALDO SMITH, Chief Engineer.
THOS. HASSETT, Secretary.
j75.26

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF BRIDGES.

DEPARTMENT OF BRIDGES, NOS. 13 TO 21 PARK ROW, 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, JULY 18, 1907.

FOR FURNISHING AND DELIVERING SPRUCE PLANK FOR THE BROOKLYN BRIDGE.

The time for the delivery of the articles, materials and supplies and the performance of the contract is, as ordered, during the year 1907.

The amount of security will be Six Thousand Dollars (\$6,000).

The right is reserved by the Commissioner to reject all bids should he deem it to be to the interest of the City so to do.

Blank forms and specifications may be obtained at the office of the Department of Bridges.

JAMES W. STEVENSON, Commissioner of Bridges.
Dated June 28, 1907. j71.18

See General Instructions to Bidders on the last page, last column, of the "City Record."

DEPARTMENT OF BRIDGES, NOS. 13 TO 21 PARK ROW, 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, JULY 11, 1907.

FOR FURNISHING AND DELIVERING LUMBER TO HARLEM RIVER AND BRONX BRIDGES DURING THE YEAR 1907.

Delivery of the lumber will be required to be made from time to time during the year 1907, and in such quantities and places as may be directed by the Commissioner.

The amount of security to guarantee the faithful performance of the work will be One Thousand Dollars (\$1,000).

The right is reserved by the Commissioner to reject all bids should he deem it to be to the interest of the City of New York so to do.

Blank forms and specifications may be obtained at the office of the Department of Bridges.

Dated June 24, 1907. JAMES W. STEVENSON, Commissioner of Bridges.
j26,jy11

See General Instructions to Bidders on the last page, last column, of the "City Record."

AQUEDUCT COMMISSIONERS.

PUBLIC AUCTION.

THE AQUEDUCT COMMISSIONERS OF THE City of New York will sell at public auction on

MONDAY, JULY 15, 1907,

at 10 o'clock a. m., under the direction of Charles A. Berrian, auctioneer, at the Engineer's office, Katonah, Westchester County, N. Y., all the grass within the purchase lines of the new Croton Reservoir, on the following parcels between Pine's Bridge and Croton Falls:

Parcel No.	Former Owner.	Minimum.
112	Nelson Bros.	\$20 00
115	F. T. Hopkins.	25 00
122	John Kilday.	3 00
126	Joseph Sarles.	5 00
135	Adelia Burr.	5 00
183	F. T. Hopkins.	25 00
184	John Owen.	35 00
185	Nelson Bros.	20 00
191	A. B. Whitlock.	5 00
215	Mary E. Flewellin.	3 00
251	Estate of A. Green.	5 00
257	Henry Weiler.	10 00
258	John Jay.	10 00
259	George Todd.	20 00
260	D. J. Smith.	10 00
261	J. C. Wood.	5 00
264	Doyle Bros.	5 00
274	W. J. Doyle.	3 00
314	Estate of D. M. Silkman.	1 00
350	A. B. Whitlock.	5 00
60	Joseph Benedict.	5 00
362-363	George Todd.	5 00
366	A. H. Todd.	10 00
370	Estate of E. Washburn.	10 00
372-374	Phoebe E. Adams.	3 00
378	Leonora B. Strong.	10 00
385	E. B. Brady.	10 00
386	E. B. Brady.	2 00
395	Anna A. Ferris.	5 00
396-397	Allen Teed.	2 00
399	A. B. Whitlock.	4 00
400-403	Estate of S. E. Mead.	5 00
404½	W. H. Robertson.	10 00
408	Estate of Harvey Vorhis.	3 00
432	E. B. Brady.	2 00
435	Estate of N. Parker.	10 00
439	A. B. Whitlock.	6 00
441	Estate of D. Horton.	5 00
444	Estate of N. Mead.	10 00
445 e	E. B. Brady.	13 00
449	G. W. Brown.	3 00
450	J. P. Landrine.	4 00
454	Estate of R. J. Thompson.	5 00
456 e&w	E. B. Brady.	5 00
510 e	Estate of G. W. Slawson.	2 00
519	Estate of G. W. Slawson.	5 00
520 w	Elbert Wallace.	5 00
523	Elbert Wallace.	10 00
526	Estate of J. B. Purdy.	30 00
525 e&w	Estate of J. B. Purdy.	5 00
528	W. N. Todd.	5 00
541	Estate of J. B. Purdy.	10 00
542	Louis Ettlinger.	3 00
566	John Franz.	5 00
578	Concetta Butler.	25 00

TERMS OF SALE.

First—The purchase money must be paid in cash on the day of sale.

Second—The grass will not be sold for less than the minima prices given in the City Record and in the posters.

Third—The grass must be cut and removed before September 1, 1907, and will be forfeited if left on the City's land after that date.

Fourth—If the purchaser is obliged to take down any of the City's fence to get access to the grass he must restore such fence at his own expense before September 1, 1907.

Fifth—The Aqueduct Commissioners reserve the right to exclude from the sale the grass on any of the above parcels that may be designed

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Appraisal in the above entitled proceeding, do hereby give notice to the owner or owners, lessee or lessees, parties or persons respectively entitled to or interested in the lands, tenements, hereditaments and premises, title to which is sought to be acquired in this proceeding, and to all others whom it may concern, to wit:

First—That we have completed our estimate of the loss and damage to the respective owners, lessees, parties or persons respectively entitled to or interested in the lands and premises affected by this proceeding, or having any interest therein, and have filed a true report or transcript of such estimate in the office of the Board of Education of The City of New York, situated at the southwest corner of Fifty-ninth street and Park avenue, in the Borough of Manhattan, City of New York, for the inspection of whomsoever it may concern.

Second—That all parties or persons whose rights may be affected by the said estimate, or who may object to the same, or any part thereof, may within ten days after the first publication of this notice, Wednesday, July 10, 1907, file their objections, in writing, with us, at our office, Room 401, No. 258 Broadway, in the Borough of Manhattan, in The City of New York, and we, the said Commissioners, will hear parties so objecting, at our said office, on the 22d day of July, 1907, at 11 o'clock in the forenoon of that day, and upon such subsequent days as may be found necessary.

Dated New York, July 9, 1907.

JAMES A. DONNELLY,
MICHAEL B. STANTON,
ALBERT KRAEMER,
Commissioners.

JOSEPH M. SCHENCK,
Clerk.

jy10,20

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, to the lands, tenements and hereditaments required for the opening and extending of WEST ONE HUNDRED AND SIXTIETH STREET (although not yet named by proper authority), from Broadway to Riverside drive, in the Twelfth Ward, Borough of Manhattan, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final, first partial and separate report of the Commissioners of Estimate and Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I., to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 12th day of July, 1907, at 10.30 o'clock in the forenoon of that day; and that the said final, first partial and separate report has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, July 6, 1907.

JNO. B. TRAINER,
MICHAEL T. DALY,
THOMAS S. SCOTT,
Commissioners.

JOHN P. DUNN,
Clerk.

jy6,12

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, to the lands, tenements and hereditaments required for the opening and extending of WEST ONE HUNDRED AND SIXTY-FIRST STREET (although not yet named by proper authority) from Broadway to Riverside drive, in the Twelfth Ward, Borough of Manhattan, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final, first partial and separate report of the Commissioners of Estimate and Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I., to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 12th day of July, 1907, at 10.30 o'clock in the forenoon of that day; and that the said final, first partial and separate report has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, July 6, 1907.

JAMES T. MEEHAN,
MICHAEL W. RAYENS,
Commissioners.

JOHN P. DUNN,
Clerk.

jy6,12

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, to the lands, tenements and hereditaments required for the opening and extending of WEST ONE HUNDRED AND SIXTY-THIRD STREET (although not yet named by proper authority), from Fort Washington avenue to Riverside drive, in the Twelfth Ward, Borough of Manhattan, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final, first partial and separate report of the Commissioners of Estimate and Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a special term thereof, Part I., to be held in the County Court House in the Borough of Manhattan in The City of New York, on the 12th day of July, 1907, at 10.30 o'clock in the forenoon of that day; and that the said final, first partial and separate report has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, July 6, 1907.

EDWARD J. MCGEAN,
JAMES M. TULLY,
WALTER LINDNER,
Commissioners.

JOHN P. DUNN,
Clerk.

jy6,12

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, to MONTGOMERY AVENUE (although not yet named by proper authority), between West One Hundred and Seventy-sixth street and West One Hundred and Seventy-seventh street, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter, will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, 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 July, 1907, at 10.30 o'clock in 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 the provisions of the Greater New York Charter as amended by chapter 466 of the Laws of 1901.

Dated Borough of Manhattan, New York, July 2, 1907.

J. FRED. CRYER,
FRANK GASS,
JOHN A. HAWKINS,
Commissioners.

JOHN P. DUNN, Clerk.

jy2,13

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Commissioner of Docks, relative to acquiring right and title to and possession of the wharfage rights, terms, easements, emoluments and privileges appurtenant to the dock or wharf property known as PIER (OLD) NO. 53, near the foot of Jackson street, East river, in the Borough of Manhattan, City of New York, not now owned by The City of New York, and all right, title and interest in and to said pier or any portion thereof not now owned by The City of New York, for the improvement of the water front of The City of New York, on the East river, pursuant to the plan heretofore adopted by the Board of Docks, and approved by the Commissioners of the Sinking Fund.

NOTICE IS HEREBY GIVEN THAT BY an order of the Supreme Court of the State of New York, bearing date the 10th day of June, 1907, and filed and entered in the office of the Clerk of the County of New York on the 12th day of June, 1907, John W. Russell, Louis Leavitt and Patrick J. Conway were appointed Commissioners of Estimate in the above entitled proceeding.

Notice is further given that, pursuant to the statutes in such case made and provided, the said John W. Russell, Louis Leavitt and Patrick J. Conway will attend at a Special Term of the Supreme Court, to be held in Part II. thereof, to be held at the County Court House, in the County of New York, in the Borough of Manhattan and City of New York, on the 15th day of July, 1907, at 11 o'clock in the forenoon of that day, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any person interested in said proceedings, as to their qualifications to act as such Commissioners of Estimate in this proceeding.

Dated New York, July 2, 1907.

WILLIAM B. ELLISON,
Corporation Counsel.

Hall of Records, Borough of Manhattan, New York City.

jy2,13

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, to the lands, tenements and hereditaments required for the opening and extending of LAWRENCE AVENUE (although not yet named by proper authority), from Lind avenue to West One Hundred and Sixty-seventh street, in the Twenty-third Ward, Borough of The Bronx, City of New York.

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

First—That we have completed our supplemental and amended estimate and assessment, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 22d day of July, 1907, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 26th day of July, 1907, at 2 o'clock p. m.

Second—That the abstracts of our said supplemental and amended estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by us in making the same, have been deposited in the Bureau of Street Openings, in the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 25th day of July, 1907.

Third—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point formed by the intersection of a line parallel to and distant one hundred (100) feet southerly of the southerly line of an unnamed street and the easterly line of Sedgwick avenue; running thence northerly along said easterly line of Sedgwick avenue to its intersection with a line parallel to and distant one hundred (100) feet east of the easterly line of East One Hundred and Sixty-seventh street; thence southerly along said parallel line to its intersection with a line at right angles to the westerly line of East One Hundred and Sixty-seventh street at a point midway between Lind avenue and Lawrence avenue; thence westerly

along said line at right angles to East One Hundred and Sixty-seventh street to its intersection with a line parallel to and distant one hundred (100) feet west of the westerly line of East One Hundred and Sixty-seventh street; thence southerly along said parallel line with its intersection with a line parallel to and distant one hundred (100) feet westerly of the westerly line of Lind avenue; thence again southerly along said last-mentioned parallel line to its intersection with a line at right angles to the westerly line of Lind avenue at a point midway between Lawrence avenue and East One Hundred and Sixty-seventh street; thence easterly along said line at right angles to Lind avenue to its intersection with a line parallel to and distant one hundred (100) feet easterly of the easterly line of Lind avenue; thence southerly along said last-mentioned parallel line to its intersection with a line parallel to and distant one hundred (100) feet south of the southerly line of East One Hundred and Sixty-fifth street; thence westerly along said parallel line to its intersection with the easterly prolongation of a line parallel to and distant one hundred (100) feet southerly of the southerly line of an unnamed street; thence westerly along said easterly prolongation and parallel line to the point or place of beginning, excepting from said area all streets, avenues and roads or portions thereof heretofore legally opened as such area is shown upon our benefit maps deposited as aforesaid.

Fourth—That, provided there be no objections filed to either of said supplemental and amended abstracts, our final report herein will be presented for confirmation to the Supreme Court of the State of New York, 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 8th day of October, 1907, at the opening of the Court on that day.

Fifth—In case, however, objections are filed to either of said supplemental and amended abstracts of estimate and assessment, the notice of motion to confirm our final report herein will stand adjourned to the date to be hereafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the City Record, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, April 29, 1907.

T. CHANNON PRESS,
Chairman;
LOUIS FALK,
FRANCIS E. SPLAIN,
Commissioners.

JOHN P. DUNN,
Clerk.

jy1,20

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, to the lands, tenements and hereditaments required for the opening and extending of STEUBEN AVENUE (although not yet named by proper authority), from Mosholu Parkway to Gun Hill road, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final report of the Commissioners of Estimate and Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I., to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 11th day of July, 1907, at 10.30 o'clock in forenoon of that day; and that the said final report has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of five days, as required by law.

Dated Borough of Manhattan, New York, June 29, 1907.

EDWARD D. DOWLING,
GEORGE I. CLARKE,
JOHN J. MACKIN,
Commissioners.

JOHN P. DUNN,
Clerk.

j29,jy10

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, to the lands, tenements and hereditaments required for the opening and extending of the PUBLIC PARK (although not yet named by proper authority), bounded by Southern boulevard, Pelham avenue and Crotona avenue, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

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

First—That we have completed our estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 20th day of July, 1907, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 23d day of July, 1907, at 1 o'clock p. m.

Second—That the abstract of our said estimate of damage, together with our damage map, and also all the affidavits, estimates, proofs and other documents used by us in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 23d day of July, 1907.

Third—That, provided there be no objections filed to said abstract, our final report herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I., to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 5th day of September, 1907, at the opening of the Court on that day.

Fourth—In case, however, objections are filed to said abstract of estimate of damage, the notice of motion to confirm our final report herein will stand adjourned to the date to be hereafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the City Record, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated Borough of Manhattan, New York, June 20, 1907.

FRANCIS V. S. OLIVER,
Chairman;
BRYAN REILLY,
STEPHEN J. NAVIN, JR.,
Commissioners.

JOHN P. DUNN,
Clerk.

j20,jy18

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, to the lands, tenements and hereditaments required for the opening and extending of JOSEPH RODMAN DRAKE PARK in the Twenty-third Ward, Borough of The Bronx City of New York, as laid out on the map, on February 17, 1905.

NOTICE is hereby given that the bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter up to and including June 26, 1907, 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 15th day of July, 1907, at 10.30 o'clock in 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 the provisions of the Greater New York Charter as amended by chapter 466 of the Laws of 1901.

Dated Borough of Manhattan, New York, June 29, 1907.

THOMAS R. LANE,
JAS. F. DELANEY,
STEPHEN J. NAVIN, JR.,
Commissioners.

JOHN P. DUNN, Clerk.

j29,jy11

SUPREME COURT—SECOND DEPARTMENT.

SECOND DEPARTMENT.

In the matter of acquiring title by The City of New York to certain lands and premises situated on the southeasterly side of Broadway, between Elizabeth and Vreeland streets, in the Borough of Richmond, in The City of New York, duly selected as a site for school purposes, according to law.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Appraisal in the above entitled proceeding, do hereby give notice to the owner or owners, lessee or lessees, parties or persons respectively entitled to or interested in the lands, tenements, hereditaments and premises, title to which is sought to be acquired in this proceeding, and to all others whom it may concern, to wit:

First—That we have completed our estimate of the loss and damage to the respective owners, lessees, parties or persons respectively entitled to or interested in the lands and premises affected by this proceeding, or having any interest therein, and have filed a true report or transcript of such estimate in the office of the Board of Education, situated at the southwest corner of Fifty-ninth street and Park avenue, in the Borough of Manhattan, City of New York, for the inspection of whomsoever it may concern.

Second—That all parties or persons whose rights may be affected by the said estimate, or who may object to the same, or any part thereof, may, within ten days after the first publication of this notice, July 2, 1907, file their objections, in writing, with us, at our office, Room 401, No. 258 Broadway, in the Borough of Manhattan, in The City of New York and we, the said Commissioners, will hear parties so objecting, at our said office, on the 15th day of July, 1907, at 2 o'clock in the afternoon of that day, and upon such subsequent days as may be found necessary.

Dated New York, July 1, 1907.

FREDERICK S. MULLEN,
J. G. TIMOLAT,
EDWARD S. RAWSON,
Commissioners.

JOSEPH M. SCHENCK,
Clerk.

jy2,13

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title to the lands, tenements and hereditaments required for the purpose of opening and extending the PUBLIC PARK, bounded by Eastern parkway, Washington avenue and Classon avenue, in the Ninth Ward in the Borough of Brooklyn of The City of New York, as the same has been heretofore laid out.

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

First—That we have completed our amended and supplemental estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objection thereto, do present their said objections in writing, duly verified, to us at our office in the office of the Law Department, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 18th day of July, 1907, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 22d day of July, 1907, at 2 o'clock p. m.

Second—That the abstract of our said amended and supplemental estimate of damage, together with our damage maps, and also all the affidavits, estimates, proofs and other documents used by us in making our report, have been deposited in the Bureau of Street Openings of the Law Department of The City of New York in the Borough of Brooklyn, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, there to remain until the 29th day of July, 1907.

Third—That our report herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof for the hearing of motions, to be held in the County Court House in the Borough of Brooklyn, in The City of New York, on the 14th day of October, 1907, at the opening of the Court on that day.

Dated, Borough of Brooklyn, The City of New York, June 28, 1907.

CHAS. E. FISKE, Chairman;
RICHARD G. DOWLING,
DANIEL G. CAMPION,
Commissioners.

JAMES F. QUIGLEY,
Clerk.

j28,jy10

SECOND DEPARTMENT.

In the matter of acquiring title by The City of New York to certain lands and premises situated on the SOUTHERLY SIDE OF HYATT STREET, the EASTERLY LINE OF CENTRAL AVENUE and the WESTERLY LINE OF STUYVESANT STREET, in the Borough of Richmond, in The City of New York, duly selected as a site for a public library, according to law.

NOTICE IS HEREBY GIVEN THAT THE report of Albert E. Hadlock and Thomas A. Braniff, Commissioners of Estimate and Appraisal, duly appointed in the above-entitled proceeding, which report bears date the 26th day of June, 1907, was filed in the office of the Board of Estimate and Apportionment of The City of New York on the 27th day of June, 1907, and a duplicate of said report was filed in the office of the Clerk of the County of New York on the same day.

Notice is further given that the said report will be presented for confirmation to the Supreme Court of the State of New York, in the Second Judicial District, at Special Term for the hearing of motions, to be held at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 12th day of July, 1907, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, June 27, 1907.
WILLIAM B. ELLISON,
Corporation Counsel.
Hall of Records, Borough of Manhattan, City of New York.

j28,jy10

SECOND DEPARTMENT.

In the matter of acquiring title by The City of New York to certain lands and premises situated on the easterly side of VAN ALST AVENUE, distant 106.94 feet north of Franklin street, and on the westerly side of WEIL PLACE, 88.47 feet north of Flushing avenue, and adjoining Public School 7 on the south, in the Borough of Queens, duly selected as a site for school purposes according to law.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Appraisal in the above-entitled proceeding, do hereby give notice to the owner or owners, lessee or lessees, parties or persons respectively entitled to or interested in the lands, tenements, hereditaments and premises title to which is sought to be acquired in this proceeding, and to all others whom it may concern, to wit:

First—That we have completed our estimate of the loss and damage to the respective owners, lessees, parties or persons respectively entitled to or interested in the lands and premises affected by this proceeding, or having any interest therein, and have filed a true report or transcript of such estimate in the office of the Board of Education of The City of New York, situated at the southwest corner of Fifty-ninth street and Park avenue, in the Borough of Manhattan, City of New York, for the inspection of whomsoever it may concern.

Second—That all parties or persons whose rights may be affected by the said estimate, or who may object to the same, or any part thereof, may, within ten days after the first publication of this notice, Friday, June 28, 1907, file their objections, in writing, with us, at our office, Room 401, No. 258 Broadway, in the Borough of Manhattan, in The City of New York; and we, the said Commissioners, will hear parties so objecting, at our said office, on the 11th day of July, 1907, at 2 o'clock in the afternoon of that day, and upon such subsequent days as may be found necessary.

Dated New York, June 27, 1907.

JOSEPH H. FITZPATRICK,
HERMAN F. PLUMP,
JACOB F. HAUBEL,
Commissioners.

JOSEPH M. SCHENCK,
Clerk.

j28,jy10

SECOND DEPARTMENT.

In the matter of the application of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of HOUSMAN AVENUE (although not yet named by proper authority) from the southerly line of Richmond Terrace to the Pier and Bulkhead Line, in the Third Ward, Borough of Richmond, City of New York.

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

First—That we have completed our estimate and assessment, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections in writing, duly verified, to us at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in the City of New York, on or before the 11th day of July, 1907, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 15th day of July, 1907, at 2 o'clock p. m.

Second—That the abstracts of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by us in making the same, have been deposited in the Bureau of Street Openings in the Law Department of the City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 15th day of July, 1907.

Third—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Richmond, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point formed by the intersection of a line drawn parallel to the easterly line of Morning Star Road and 100 feet easterly therefrom, with the southerly side of Richmond Terrace, and running thence southerly and parallel with the easterly side of Morning Star Road

and 100 feet easterly therefrom to a point 100 feet southerly from the southerly line of Prospect street; thence westerly and parallel with the southerly side of Prospect street and its prolongation to a point 100 feet westerly from the westerly side of Van Name avenue; thence northerly and parallel with the westerly side of Van Name avenue and its prolongation and distant 100 feet westerly therefrom to a point 100 feet northerly from the northerly side of Richmond Terrace; thence easterly and parallel with the northerly side of Richmond Terrace as the same runs and 100 feet distant northerly therefrom to a point 100 feet easterly from the easterly side of the Old Dock; thence southerly on a straight line to the point or place of beginning; excepting from said area all streets, avenues and roads or portions thereof, heretofore legally opened as such area is shown upon our benefit maps deposited as aforesaid.

Fourth—That, provided there be no objections filed to either of said abstracts, our final report herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held for the hearing of motions in the County Court House in the Borough of Brooklyn, in the City of New York, on the 17th day of September, 1907, at the opening of the Court on that day.

Fifth—In case, however, objections are filed to any of said abstracts of estimate and assessment, the notice of motion to confirm our final report herein will stand adjourned to the date to be hereafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the City Record, pursuant to Sections 981 and 984 of the Greater New York Charter, as amended by Chapter 628 of the Laws of 1906.

Dated, Borough of Manhattan, New York, April 26, 1907.

LOT C. ALSTON,
Chairman;
STEPHEN D. STEPHENS,
ALBERT E. HADLOCK,
Commissioners.

JOHN P. DUNN,
Clerk.

j28,jy10

SUPREME COURT—NINTH JUDICIAL DISTRICT.

NINTH JUDICIAL DISTRICT, WESTCHESTER COUNTY.

Catskill Aqueduct, Section No. 1.

In the matter of the application and petition of J. Edward Simmons, Charles A. Shaw and Charles N. Chadwick, constituting the Board of Water Supply of The City of New York, to acquire real estate for and on behalf of The City of New York, under chapter 724 of the Laws of 1905, and the acts amendatory thereof, in the towns of Yorktown and Cortlandt, Westchester County, New York, for the purpose of providing an additional supply of pure and wholesome water for the use of The City of New York.

PUBLIC NOTICE IS HEREBY GIVEN that the first separate report of Edward G. Whitaker, Wm. C. Kellogg and Arthur W. Lawrence, who were appointed Commissioners of Appraisal in the above-entitled matter by an order of this Court, made at the Special Term thereof, held at the Court House in White Plains, Westchester County, January 19, 1907, was filed in the office of the Clerk of the County of Westchester on the 28th day of June, 1907.

Said report bears date June 28, 1907, and affects parcels Nos. 2, 4, 5, 10, 24, 28, 31a, 32, 42 and claim of G. Fella Stepo (known as parcel 24½), shown on the map of this proceeding.

Notice is further given that an application will be made at a Special Term of the Supreme Court of the State of New York, to be held in and for the Ninth Judicial District, at the Court House in White Plains, Westchester County, New York, on the 20th day of July, 1907, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, for an order confirming said report, and for such other and further relief as may be just.

Dated New York, June 28, 1907.

WILLIAM B. ELLISON,
Corporation Counsel.

Hall of Records, New York City.

j29,jy20

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

KENSICO RESERVOIR.

Section No. 3.

NOTICE OF APPLICATION FOR THE APPOINTMENT OF COMMISSIONERS OF APPRAISAL.

PUBLIC NOTICE IS HEREBY GIVEN that it is the intention of the Corporation Counsel of The City of New York to make application to the Supreme Court of the State of New York for the appointment of Commissioners of Appraisal under chapter 724 of the Laws of 1905, as amended. Such application will be made at a Special Term of the Supreme Court, to be held in and for the Ninth Judicial District, at the Court House in the Village of White Plains, Westchester County, N. Y., on Saturday, July 20, 1907, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard. The object of such application is to obtain an order of the Court appointing three disinterested and competent freeholders, one of whom shall reside in the County of New York, and at least one of whom shall reside in the county where the real estate hereinafter described is situated, to act as Commissioners of Appraisal under said act and discharge all the duties conferred by the said law and the acts amendatory thereof, upon such Commissioners of Appraisal, for the purpose of providing an additional supply of pure and wholesome water for The City of New York.

The real estate sought to be taken or affected is situated in the Town of North Castle, in the County of Westchester and State of New York.

The following is a brief description of the real estate sought to be taken, with a reference to the date and place of filing of the map:

All those certain pieces or parcels of real estate situated in the Town of North Castle, County of Westchester and State of New York, shown on a map entitled: "Southern Aqueduct Department, Section No. 3. Board of Water Supply of The City of New York. Map of real estate situated in the Town of North Castle, County of Westchester and State of New York, to be acquired by The City of New York, under the provisions of Chapter 724 of the Laws of 1905, as amended, for the construction of Kensico Reservoir and appurtenances, south of Kensico Dam, between the N. Y. C. & H. R. R. R., Harlem Division, and Valhalla Avenue," which map was filed in the office of the Register of the County of Westchester, at White Plains, New York, on the 22d day of April, 1907, as Map No. 1713, and is bounded and described as follows:

Beginning at the northeast corner of Parcel No. 180 in the westerly side of Broadway, in the northerly line of Parcel No. 191, and running thence along the said northerly line south 86 degrees 15 minutes east 21.5 feet to a point in the centre of Broadway; thence along the centre line of said road and the easterly line of Parcel No. 191 the following courses and distances: South 4 degrees 4 minutes east 46.5 feet, south 9 degrees 22 minutes east 104.5 feet, south 7 degrees 8 minutes east 148.1 feet, south 9 degrees 18 minutes east 84.2 feet, south 12 degrees 48 minutes east 75.4 feet, south 21 degrees 48 minutes east 104.7 feet, south 27 degrees 21 minutes east 45.5 feet, and south 29 degrees 5 minutes east 80.4 feet to the northeast corner of Parcel No. 195; thence along the easterly line of said parcel and still continuing along the centre of Broadway south 29 degrees 5 minutes east 141.8 feet, south 25 degrees 38 minutes east 27.7 feet, south 22 degrees 13 minutes east 66.6 feet, south 17 degrees 18 minutes east 73 feet and south 3 degrees 23 minutes east 23.1 feet to a point in the northerly line of Parcel No. 188; thence along the said northerly line north 76 degrees 36 minutes east 33.6 feet to the northwest corner of Parcel No. 165; thence along the northerly line of said parcel north 76 degrees 36 minutes east 127.4 feet to a point in the westerly line of Parcel No. 168; thence along the said westerly line north 48 degrees 26 minutes east 14.9 feet, north 24 degrees 35 minutes east 25.8 feet and north 13 degrees 59 minutes west 3.1 feet to the southwest corner of Parcel No. 167; thence along the westerly line of said parcel north 13 degrees 59 minutes west 25.2 feet and north 26 degrees 38 minutes west 11.2 feet to the southwest corner of Parcel No. 166; thence along the westerly line of said parcel north 26 degrees 38 minutes west 67 feet, north 21 degrees 42 minutes west 96.1 feet, north 19 degrees 56 minutes west 90.5 feet and north 11 degrees 13 minutes west 62.5 feet to the northwest corner of said Parcel No. 166; thence along the northerly line of same north 69 degrees 57 minutes east 13 feet to a point in the westerly line of Chambers avenue and the northerly line of Parcel No. 188; thence along the said northerly line north 69 degrees 57 minutes east 6.4 feet and north 85 degrees 1 minute east 51.2 feet to the northwest corner of Parcel No. 184 in the easterly line of Chambers avenue; thence along the northerly line of said parcel north 85 degrees 1 minute east 6.5 feet and north 82 degrees 16 minutes east 110.9 feet to the northwest corner of Parcel No. 185; thence along the northerly line of said parcel north 82 degrees 16 minutes east 86.5 feet to a point in the southerly line of See avenue; thence along the said line and still continuing along the northerly line of Parcel No. 185, north 82 degrees 16 minutes east 1.1 feet and north 89 degrees 36 minutes east 48.7 feet to a point in the northerly line of Parcel No. 188, in the westerly line of See avenue; thence along said northerly line north 89 degrees 36 minutes east 26.3 feet and north 84 degrees 25 minutes east 19 feet to a point in the easterly line of said See avenue; thence north 84 degrees 25 minutes east 27.8 feet, partly along the northerly lines of Parcels Nos. 188 and 186; thence, still continuing along the northerly line of Parcel No. 186, south 66 degrees 10 minutes east 41.4 feet, north 67 degrees 39 minutes east 43.9 feet and south 81 degrees 1 minute east 49.8 feet to the northeast corner of said parcel; thence along the easterly line of same and the easterly lines of Parcels Nos. 187 and 188 south 9 degrees 3 minutes west 466 feet to a point in the northerly line of Parcel No. 177 in the southerly line of Chambers avenue; thence along the said lines south 56 degrees 57 minutes east 39.9 feet to the northeast corner of Parcel No. 177 at the southwest corner of Chambers and Valhalla avenues; thence along the westerly line of said Valhalla avenue and the easterly lines of Parcels Nos. 177 and 178 on a curve of 119.8 feet radius to the left 117 feet to the northeast corner of Parcel No. 179; thence along the easterly line of said parcel and of Parcel No. 180, and still continuing along the westerly line of Valhalla avenue, south 34 degrees 55 minutes east 94.8 feet to the southeast corner of said Parcel No. 180; thence along the southerly line of said parcel south 55 degrees 5 minutes west 130 feet to a point in the easterly line of Parcel No. 181; thence along the said easterly line south 34 degrees 55 minutes east 166.7 feet to the southeast corner of same; thence along the southerly line of said parcel south 53 degrees 52 minutes west 141.3 feet to a point in the northerly line of Nethermont avenue, in the easterly line of Parcel No. 188; thence along the said easterly line south 6 degrees 58 minutes west 136.9 feet to the northeast corner of Parcel No. 158 in the westerly line of said avenue; thence along the said westerly line and the easterly line of said parcel, and partly along the easterly line of Parcel No. 159 on a curve of 278.5 feet radius to the right 52.7 feet and still continuing along the westerly line of Nethermont avenue and the easterly line of Parcel No. 159, and along the easterly lines of Parcels Nos. 160, 161, 188, 129, 131 and 132, crossing Hillandale avenue south 9 degrees 3 minutes west 492.5 feet to the southeast corner of Parcel No. 132; thence along the southerly line of said parcel south 78 degrees 17 minutes east 141.3 feet to the northeast corner of Parcel No. 121; thence along the easterly line of said parcel south 11 degrees 14 minutes west 262.3 feet and south 8 degrees 23 minutes west 543.2 feet to the southeast corner of said parcel; thence along the southerly line of same south 62 degrees 47 minutes west 100 feet to the southeast corner of Parcel No. 120 in the easterly line of before-mentioned Broadway; thence along the southerly line of said parcel south 62 degrees 47 minutes west 41.2 feet to the southwest corner of said parcel; thence along the westerly line of same and the westerly line of Broadway the following courses and distances: North 22 degrees 56 minutes west 106.6 feet, north 32 degrees 54 minutes west 111.4 feet, north 22 degrees 52 minutes west 55.4 feet, north 12 degrees 32 minutes west 55.3 feet, north 1 degree 32 minutes west 74.5 feet, east 16 minutes east 225 feet and north 4 degrees 16 minutes east 270.1 feet to a point in the southerly line of Parcel No. 188; thence along the southerly line north 67 degrees 33 minutes west 9 feet to the southwest corner of said parcel; thence along the westerly line of same and still continuing along the westerly line of Broadway, recrossing Hillandale avenue, north 9 degrees 3 minutes east 942.4 feet to the southeast corner of Parcel No. 191; thence along the southerly line of said parcel the following courses and distances: North 71 degrees 16 minutes west 411.7 feet, north 71 degrees 5 minutes west 88.1 feet, north 71 degrees 20 minutes west 367.9 feet, north 63 degrees 15 minutes west 121.4 feet, south 80 degrees 28 minutes west 213.2 feet and south 88 degrees 15 minutes west 51.5 feet to the southeast corner of Parcel No. 193 in Kensico avenue; thence along the southerly line of said parcel south 72 degrees 9 minutes west 52.1 feet to a point in the westerly line of said avenue at the southeast corner of Parcel No. 194; thence along the southerly line of said parcel north 70 degrees 48 minutes west 100.2 feet to the southwest corner of said parcel in the easterly property line of the New York Central and Hudson River Railroad, Harlem Division, and running thence along the said

property line and the westerly line of said Parcel No. 194 and Parcels Nos. 193 and 192 on a curve of 1,043.1 feet radius to the left 243.8 feet to a point in the westerly line of before-mentioned Parcel No. 191; thence along the said line and still continuing along the before-mentioned easterly railroad property line on a curve of 1,943.1 feet radius to the left 424.9 feet to a point in the centre of Bronx river; thence along the centre of said river and still continuing along the said easterly railroad property line, and along the line between the Towns of North Castle and Mount Pleasant south 56 degrees 21 minutes east 11.6 feet and south 82 degrees 52 minutes east 20.4 feet; thence still continuing along the centre of said river and said town line the following courses and distances: South 82 degrees 52 minutes east 109.5 feet, north 43 degrees 23 minutes east 99 feet, south 78 degrees 55 minutes east 76.6 feet, south 79 degrees east 95.3 feet, north 88 degrees 37 minutes east 111.5 feet, north 71 degrees 13 minutes east 55.6 feet, north 50 degrees 56 minutes east 58.8 feet, north 54 degrees 37 minutes east 55.3 feet and north 43 degrees 15 minutes east 35.9 feet to the southwest corner of Parcel No. 190; thence along the westerly line of said parcel north 43 degrees 15 minutes east 11.3 feet and north 15 degrees 24 minutes east 42.3 feet to the southwest corner of Parcel No. 189; thence along the westerly line of said parcel and still continuing along the centre of said Bronx river and said town line north 15 degrees 24 minutes east 51.1 feet to the northwest corner of said parcel; thence along the northerly line of same south 86 degrees 15 minutes east 187.9 feet to the point or place of beginning.

The fee is to be acquired by The City of New York in all real estate contained in the above description.

Reference is hereby made to the said map, filed as aforesaid, in the office of the Register of the County of Westchester, for a more detailed description of the real estate to be taken.

Included within the foregoing description and shown on the map filed as aforesaid is certain real estate now devoted to highway purposes, which said real estate is to be acquired in fee by The City of New York, as shown on said map included within the pink lines.

There is also shown on the said map filed as aforesaid other real estate to be acquired in fee by The City of New York, which it is proposed to substitute in place of the highways to be acquired in fee as above mentioned, and the perpetual use of such real estate to be acquired for the new highways is to be allowed the public. Such new roads or highways referred to in this notice are shown on said map.

Dated June 3, 1907.

WILLIAM B. ELLISON,

Corporation Counsel.

Office and Post Office Address: Hall of Records, Corner of Chambers and Centre Streets, Borough of Manhattan, New York City.

j8,jy20

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

KENSICO RESERVOIR.

Section No. 4.

NOTICE OF APPLICATION FOR THE APPOINTMENT OF COMMISSIONERS OF APPRAISAL.

PUBLIC NOTICE IS HEREBY GIVEN that it is the intention of the Corporation Counsel of The City of New York to make application to the Supreme Court of the State of New York for the appointment of Commissioners of Appraisal under chapter 724 of the Laws of 1905 as amended. Such application will be made at a Special Term of the Supreme Court, to be held in and for the Ninth Judicial District, at the Court House, in the Village of White Plains, Westchester County, N. Y., on Saturday, July 20, 1907, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard. The object of such application is to obtain an order of the Court appointing three disinterested and competent freeholders, one of whom shall reside in the County of New York, and at least one of whom shall reside in the county where the real estate hereinafter described is situated, to act as Commissioners of Appraisal under said act and discharge all the duties conferred by the said law and the acts amendatory thereof, upon such Commissioners of Appraisal, for the purpose of providing an additional supply of pure and wholesome water for The City of New York.

The real estate sought to be taken or affected is situated in the Towns of North Castle and Mount Pleasant, in the County of Westchester and State of New York.

The following is a brief description of the real estate sought to be taken, with a reference to the date and place of filing of the map:

All those certain pieces or parcels of real estate situated in the Towns of North Castle and Mount Pleasant, County of Westchester and State of New York, shown on a map entitled "Board of Water Supply of The City of New York. Map of real estate situated in the Towns of N. Castle & Mt. Pleasant, County of Westchester and State of New York, to be acquired by The City of New York under the provisions of Chapter 724 of the Laws of 1905, as amended, for the construction of Kensico Reservoir and appurtenances, in vicinity of Kensico Dam & E. of Kensico Lake," which map was filed in the office of the Register of the County of Westchester, at White Plains, on the 22d day of April, 1907, as Map Number 1714; and are bounded and described as follows:

Beginning at the northwest corner of Parcel No. 284, in the easterly line of Kensico avenue and running thence along the northerly line of said parcel the following courses and distances: South 83 degrees 40 minutes east 70.2 feet, north 86 degrees 04 minutes east 137.9 feet, south 75 degrees 04 minutes east 62.5 feet, south 69 degrees 16 minutes east 122 feet and south 54 degrees 18 minutes east 39.8 feet, crossing Mount Pleasant avenue and a parkway, to the southwest corner of the property of The City of New York; thence along the southerly line of said property, partly along the northerly line of before mentioned Parcel No. 284 and along the northerly line of Parcels Nos. 283, 285, 272 and 271, south 56 degrees 20 minutes east 384 feet, crossing Harlem avenue and North Castle road to the most easterly point of Parcel No. 271; thence along the southerly lines of said parcel and Parcels Nos. 285 and 269, and still continuing along the southerly line of the property of The City of New York, on a curve of 524 feet radius to the right 91 feet, south 60 degrees 51 minutes west 289 feet and south 55 degrees 43 minutes west 356.4 feet, crossing Kensico avenue to the southwest corner of Parcel No. 269, in the easterly property line of the New York Central and Hudson River Railroad Company (Harlem Division); thence along the westerly lines of said parcel and Parcels Nos. 285 and 270, and along the said easterly railroad property line on a curve of 1,973.1 feet radius to the left 555.3 feet, recrossing Harlem avenue; thence still continuing along said easterly railroad property line and the westerly line of said Parcel No. 270 north 43 minutes west 58.7 feet and south 82 degrees 50 minutes west 17 feet to the centre of

Davis brook; thence along the centre line of said brook and the northerly line of Parcel No. 270 and 285 the following courses and distances: North 49 degrees 45 minutes east 13.4 feet, north 63 degrees 25 minutes east 57.7 feet, north 37 degrees 49 minutes east 19.7 feet, north 9 degrees 13 minutes east 20.7 feet and north 4 degrees 02 minutes east 33.6 feet, recrossing Kensico avenue to a point in the westerly line of before mentioned Parcel No. 284; thence along said line north 44 degrees 22 minutes east 71.7 feet, crossing North Castle road to the point or place of beginning.

Also all those certain pieces or parcels of real estate bounded and described as follows:

Beginning at a point in the easterly property line of the New York Central and Hudson River Railroad Company (Harlem Division), in the westerly line of Parcel No. 268, said point being also in the southerly line of the property of The City of New York, and running thence along said southerly and westerly lines the following courses and distances: North 55 degrees 43 minutes east 390.5 feet, north 60 degrees 51 minutes east 285 feet, on a curve of 624 feet radius to the left 139 feet, partly along the Bronx river, and south 56 degrees 20 minutes east 365 feet, crossing said river and Broadway; thence still continuing along the southerly line of the property of The City of New York and the westerly line of Parcel No. 268 the following courses and distances: North 33 degrees 46 minutes east 297 feet, north 32 degrees 10 minutes east 96 feet, south 25 degrees 05 minutes east 185.4 feet, south 82 degrees 01 minute east 285.2 feet and north 56 degrees 08 minutes east 225 feet to the southeast corner of said property of The City of New York; thence along the easterly line of said property and still continuing along the before mentioned westerly line of Parcel No. 268 north 7 degrees 59 minutes east 278 feet, north 4 degrees 07 minutes west 192.1 feet, north 26 degrees 50 minutes east 294.8 feet, north 10 degrees 53 minutes east 1,170.8 feet, north 40 degrees 36 minutes east 223.1 feet, north 44 degrees 50 minutes east 283.2 feet, north 54 minutes east 398.8 feet, north 10 degrees 16 minutes east 569 feet, north 4 degrees 30 minutes east 241.3 feet and north 14 degrees 48 minutes east 361.5 feet to the southwest corner of Parcel No. 286; thence along the westerly line of said parcel and still continuing along the easterly line of said property of The City of New York north 14 degrees 48 minutes east 758.7 feet and north 19 degrees 16 minutes east 450.2 feet to the northwest corner of said parcel; thence along the northerly line of same the following courses and distances: South 56 degrees 15 minutes east 133.8 feet, south 55 degrees 53 minutes east 266.8 feet, south 56 degrees 58 minutes east 82.6 feet, south 57 degrees 14 minutes east 180.3 feet and south 63 degrees 02 minutes east 46.1 feet to the northeast corner of said parcel; thence along the easterly line of same the following courses and distances: South 37 minutes west 212 feet, south 6 degrees 58 minutes west 178.8 feet, south 24 degrees 59 minutes east 48.6 feet, south 53 degrees 58 minutes east 87.6 feet, south 55 degrees 55 minutes east 235 feet, north 86 degrees 59 minutes east 41.9 feet, south 83 degrees 40 minutes east 56.1 feet, south 23 degrees 38 minutes west 239.4 feet, south 81 degrees 46 minutes west 41.9 feet; south 87 degrees 50 minutes west 39.5 feet, south 82 degrees 20 minutes west 111 feet, south 3 degrees 09 minutes west 196.3 feet, south 10 degrees 01 minute west 75.9 feet, south 19 degrees 21 minutes west 100.2 feet, south 38 degrees 50 minutes west 14.1 feet, south 12 degrees 50 minutes west 40.5 feet, south 3 degrees 07 minutes west 38.6 feet, south 11 degrees 34 minutes west 34.4 feet, south 65 degrees 45 minutes east 17.8 feet, south 10 degrees 07 minutes west 108.4 feet, south 14 degrees 25 minutes west 126 feet, south 25 degrees 41 minutes west 27.6 feet to the northeast corner of before mentioned Parcel No. 268; thence along the easterly line of said parcel the following courses and distances: South 2 degrees 06 minutes west 1,651.6 feet, south 42 degrees 08 minutes east 311.5 feet, south 24 degrees 43 minutes west 401.8 feet, north 75 degrees 23 minutes west 574.6 feet and south 10 degrees 33 minutes west 1,320.6 feet to the southeast corner of same; thence along the southerly line of said parcel the following courses and distances: North 89 degrees 44 minutes west 8.7 feet, north 80 degrees 08 minutes west 114.3 feet, north 74 degrees 25 minutes west 51.8 feet and north 79 degrees 27 minutes west 69.2 feet to the northeast corner of Parcel No. 266, in the westerly line of Davis avenue; thence along said westerly line and the easterly lines of said parcel and Parcels Nos. 267 and 264 south 20 degrees 47 minutes west 751.4 feet, crossing McClellan avenue to the southeast corner of said Parcel No. 264; thence along the southerly lines of said parcel and Parcels Nos. 267, 259, 258, 246 and 228 the following courses and distances: North 78 degrees 38 minutes west 14.5 feet, north 87 degrees 46 minutes west 129.9 feet, north 89 degrees 02 minutes west 64.3 feet, north 88 degrees 09 minutes west 71.7 feet, north 81 degrees 21 minutes west 85.7 feet, north 81 degrees 01 minute west 90.1 feet, south 66 degrees 39 minutes east 43.9 feet, north 66 degrees 10 minutes west 41.4 feet, north 84 degrees 23 minutes west 75 feet, south 82 degrees 16 minutes west 198.5 feet, south 85 degrees 01 minute east 57.7 feet and south 69 degrees 57 minutes west 6.4 feet, crossing Valhalla, Carpenter, See and Chambers avenues, to a point in the easterly line of Parcel No. 202 in the westerly line of Chambers avenue; thence along said easterly line and the easterly lines of Parcels Nos. 201, 200, 199, 198, 197 and 196 the following courses and distances: South 69 degrees 57 minutes west 13 feet, south 11 degrees 13 minutes east 62.5 feet, south 19 degrees 56 minutes east 90.5 feet, south 21 degrees 42 minutes east 96.1 feet, south 26 degrees 38 minutes east 38.72 feet, south 13 degrees 59 minutes east 28.3 feet and south 24 degrees 35 minutes west 25.8 feet to the southeast corner of Parcel No. 196; thence along the southerly line of said parcel and partly along the southerly line of Parcel No. 268 south 48 degrees 26 minutes west 14.9 feet and south 76 degrees 36 minutes west 161 feet to the centre of Broadway; thence along the centre line of said Broadway and the southerly line of said Parcel No. 268 the following courses and distances: North 3 degrees 23 minutes west 23.1 feet, north 17 degrees 18 minutes west 73 feet, north 22 degrees 13 minutes west 66.6 feet, north 25 degrees 38 minutes west 27.7 feet, north 29 degrees 05 minutes west 222.2 feet, north 27 degrees 21 minutes west 45.5 feet, north 21 degrees 48 minutes west 104.7 feet, north 12 degrees 48 minutes west 75.4 feet, north 9 degrees 18 minutes west 84.2 feet, north 7 degrees 08 minutes west 148.1 feet, north 9 degrees 22 minutes west 104.5 feet and north 4 degrees 04 minutes west 46.5 feet; thence still continuing along said southerly line of Parcel No. 268 north 86 degrees 15 minutes west 209.4 feet to a point in the centre of Bronx river; thence along the centre line of said river, and still continuing along the southerly line of Parcel No. 268 and along the line between the towns of North Castle and Mount Pleasant the following courses and distances: South 15 degrees 24 minutes west 93.4 feet, south 43 degrees 15

minutes west 47.3 feet, south 54 degrees 37 minutes west 53.3 feet, south 50 degrees 56 minutes west 58.8 feet, south 25 degrees 13 minutes west 62.4 feet, south 71 degrees 13 minutes west 53.6 feet, south 88 degrees 37 minutes west 111.5 feet, north 79 degrees west 95.3 feet, north 78 degrees 55 minutes west 76.6 feet, south 43 degrees 23 minutes west 99 feet and north 82 degrees 52 minutes west 102.5 feet to the southwest corner of said Parcel No. 268, in the before mentioned easterly property line of the New York Central and Hudson River Railroad Company (Harlem Division); thence along said line and partly along the westerly line of said Parcel No. 268 on a curve of 1,973 feet radius to the left 424.2 feet, crossing and recrossing Davis brook to the point or place of beginning.

Fee is to be acquired by The City of New York in all the real estate contained in the above description.

Reference is hereby made to the said map, filed as aforesaid, in the office of the Register of the County of Westchester, for a more detailed description of the real estate to be taken.

Included within the foregoing description and shown on the map filed as aforesaid is certain real estate now devoted to highway purposes, which said real estate is to be acquired in fee by The City of New York, as shown on said map included within the pink lines.

There is also shown on the said map filed as aforesaid other real estate to be acquired in fee by The City of New York, which it is proposed to substitute in place of the highways to be acquired in fee as above mentioned, and the perpetual use of such real estate to be acquired for the new highways is to be allowed the public. Such new roads or highways referred to in this notice are shown on said map.

Dated June 3, 1907.
WILLIAM B. ELLISON,
Corporation Counsel.
Office and Post-Office Address,
Hall of Records,
Corner of Chambers and Centre Streets,
Borough of Manhattan,
New York City. j8.jy20

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

KENSICO RESERVOIR.

Section No. 5.

NOTICE OF APPLICATION FOR THE APPOINTMENT OF COMMISSIONERS OF APPRAISAL.

PUBLIC NOTICE IS HEREBY GIVEN that it is the intention of the Corporation Counsel of The City of New York to make application to the Supreme Court of the State of New York for the appointment of Commissioners of Appraisal under chapter 724 of the Laws of 1905, as amended. Such application will be made at a Special Term of the Supreme Court, to be held in and for the Ninth Judicial District, at the Court House in the Village of White Plains, Westchester County, N. Y., on Saturday, July 20, 1907, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard. The object of such application is to obtain an order of the Court appointing three disinterested and competent freeholders, one of whom shall reside in the County of New York and at least one of whom shall reside in the county where the real estate hereinafter described is situated, to act as Commissioners of Appraisal under said act and discharge all the duties conferred by the said law and the acts amendatory thereof, upon such Commissioners of Appraisal, for the purpose of providing an additional supply of pure and wholesome water for The City of New York.

The real estate sought to be taken or affected is situated in the Town of Mount Pleasant, in the County of Westchester and State of New York.

The following is a brief description of the real estate sought to be taken, with a reference to the date and place of filing of the map:

All those certain pieces or parcels of real estate situated in the Town of Mount Pleasant, County of Westchester and State of New York, shown on a map entitled "Southern Aqueduct Department, Section No. 5. Board of Water Supply of The City of New York. Map of real estate, situated in the Town of Mount Pleasant, County of Westchester and State of New York, to be acquired by The City of New York, under the provisions of chapter 724 of the Laws of 1905, as amended, for the construction of Kensico Reservoir and appurtenances, in the vicinity of Kensico Dam and West of Kensico Lake, which map was filed in the office of the Register of the County of Westchester, at White Plains, New York, on the 3d day of May, 1907, as Map No. 1717; and is bounded and described as follows:

Beginning at a point in the westerly line of Lake View terrace 100 feet southerly from the southwest corner of Second street and said Lake View terrace, measured along the westerly line of said terrace, said point being the northeast corner of Parcel No. 353, in the northerly line of Parcel No. 363, and running thence along the said northerly line south 79 degrees 40 minutes east 50 feet, crossing Lake View terrace to a point in the easterly line thereof; thence along the said easterly line, the easterly line of Parcel No. 363 and the westerly line of the property of The City of New York the following courses and distances: South 10 degrees 20 minutes west 773.2 feet, south 52 minutes west 187.5 feet, south 8 degrees 15 minutes west 220.9 feet, south 19 degrees 14 minutes west 196.1 feet to the northwest corner of Parcel No. 304; thence along the northerly line of said parcel and still continuing along the westerly line of the property of The City of New York south 84 degrees 35 minutes east 102.5 feet, south 15 degrees 12 minutes west 101.5 feet and south 84 degrees 36 minutes east 144.9 feet to the northeast corner of said parcel; thence along the easterly line of same and of Parcel No. 303 south 5 degrees 28 minutes west 261.2 feet, crossing a parkway; thence still continuing along the westerly line of the property of The City of New York and the easterly line of said parkway, and of Parcel No. 303 south 30 degrees 47 minutes west 295 feet to the southeast corner of said parcel and the southwest corner of the property of The City of New York; thence along the southerly line of said Parcel north 54 degrees 18 minutes west 39.8 feet to the southeast corner of before mentioned Parcel No. 304; thence along the southerly line of said parcel and before mentioned Parcel No. 363, and distances: North 69 degrees 16 minutes west 122 feet, north 75 degrees 4 minutes west 62.5 feet, south 86 degrees 46 minutes west 137.9 feet and north 53 degrees 46 minutes west 79.2 feet, crossing Mount Pleasant avenue to the southwest corner of said Parcel No. 287 in the easterly line of Kensico avenue; thence along the westerly line of said parcel and the easterly line of said avenue north 50 minutes east 396.8 feet; thence still continuing along the easterly line of said avenue and partly along the westerly line of said Parcel No. 287 and along the westerly lines of Parcels Nos. 288, 289, 297, 298, 291, 292 and 293 north

5 degrees 53 minutes west 783.3 feet to the southeast corner of Kensico avenue and First street in the westerly line of Parcel No. 363; thence along the said westerly line north 5 degrees 53 minutes west 28.4 feet and north 10 degrees 20 minutes east 22.7 feet to the northeast corner of said streets; thence along the easterly line of said Kensico avenue and the westerly lines of Parcels Nos. 315, 341, 316, 317, 318, 319, 320, 321, 322, 323, 324 and 325 north 10 degrees 20 minutes east 525 feet to the northeast corner of Parcel No. 314; thence along the southerly line of said Parcel No. 314 north 79 degrees 40 minutes west 50 feet to a point in the westerly line of said avenue and the southeast corner of Parcel No. 311; thence along the southerly line of said parcel north 79 degrees 40 minutes west 100 feet to the southwest corner of same; thence along the westerly line of said parcel and of Parcels Nos. 312 and 313 north 10 degrees 20 minutes east 100 feet to the northwest corner of Parcel No. 313; thence along the northerly line of said parcel south 79 degrees 40 minutes east 100 feet to the northeast corner thereof in the westerly line of Kensico avenue and Parcel No. 314; thence along the westerly line of said parcel south 79 degrees 40 minutes east 25 feet to the centre of Kensico avenue; thence along the centre of said avenue and still continuing along the westerly line of Parcel No. 314 north 10 degrees 20 minutes east 125 feet to the northwest corner of said parcel; thence along the northerly line of same south 79 degrees 40 minutes east 25 feet to the northwest corner of Parcel No. 329; thence along the northerly line of said parcel and of Parcel No. 330 south 79 degrees 40 minutes east 225 feet to a point in the northerly line of Parcel No. 363 in the westerly line of Mount Pleasant avenue; thence south 79 degrees 40 minutes east 50 feet to the northwest corner of Parcel No. 352 in the easterly line of said avenue; thence along the northerly line of said parcel and of before mentioned Parcel No. 353 south 79 degrees 40 minutes east 225 feet to the point or place of beginning.

Also all that certain piece or parcel of real estate bounded and described as follows:

Beginning at a point in the westerly line of Kensico avenue 505.7 feet southerly from the southwest corner of First street and Kensico avenue, measured along the westerly line of said avenue at the northeast corner of Parcel No. 450, and running thence along the easterly line of said parcel and the westerly line of said avenue south 5 degrees 53 minutes east 100 feet to the southeast corner of said parcel; thence along the southerly line of same and the southerly line of Parcel No. 451 south 84 degrees 7 minutes west 199.6 feet to the southwest corner of said Parcel No. 451 in the easterly line of Cleveland street; thence along the westerly line of said parcel and the said easterly line of Cleveland street north 5 degrees 53 minutes west 100 feet to the northwest corner of said Parcel No. 451; thence along the northerly line of same and the northerly line of before mentioned Parcel No. 450 north 84 degrees 7 minutes east 199.6 feet to the point or place of beginning.

The fee of all the parcels is to be acquired. Reference is hereby made to the said map, filed as aforesaid, in the office of the Register of the County of Westchester, for a more detailed description of the real estate to be taken in fee, as above described.

Dated June 3, 1907.
WILLIAM B. ELLISON,
Corporation Counsel.
Office and Post-Office Address,
Hall of Records,
Corner of Chambers and Centre Streets,
Borough of Manhattan,
New York City. j8.jy20

NINTH JUDICIAL DISTRICT.

WESTCHESTER COUNTY.

KENSICO RESERVOIR.

Section No. 6.

NOTICE OF APPLICATION FOR THE APPOINTMENT OF COMMISSIONERS OF APPRAISAL.

PUBLIC NOTICE IS HEREBY GIVEN that it is the intention of the Corporation Counsel of The City of New York to make application to the Supreme Court of the State of New York for the appointment of Commissioners of Appraisal, under chapter 724 of the Laws of 1905, as amended. Such application will be made at a Special Term of the Supreme Court, to be held in and for the Ninth Judicial District, at the Court House, in the Village of White Plains, Westchester County, N. Y., on Saturday, July 20, 1907, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard. The object of such application is to obtain an order of the Court appointing three disinterested and competent freeholders, one of whom shall reside in the County of New York, and at least one of whom shall reside in the county where the real estate hereinafter described is situated, to act as Commissioners of Appraisal under said act, and discharge all the duties conferred by the said law and the acts amendatory thereof, upon such Commissioners of Appraisal, for the purpose of providing an additional supply of pure and wholesome water for The City of New York.

The real estate sought to be taken or affected is situated in the Town of Mount Pleasant, in the County of Westchester and State of New York.

The following is a brief description of the real estate sought to be taken, with a reference to the date and place of filing of the map.

All those certain pieces or parcels of real estate situated in the Town of Mount Pleasant, County of Westchester and State of New York, shown on a map entitled "Southern Aqueduct Department, Section No. 6. Board of Water Supply of The City of New York. Map of real estate, situated in the Town of Mount Pleasant, County of Westchester and State of New York, to be acquired by The City of New York, under the provisions of Chapter 724 of the Laws of 1905, as amended, for the construction of Kensico Reservoir and appurtenances, West of Kensico Lake, between Second and Third Streets," which map was filed in the office of the Register of the County of Westchester, at White Plains, New York, on the 3d day of May, 1907, as Map No. 1718, and is bounded and described as follows:

Beginning at the northeast corner of Parcel No. 449, in the westerly line of the property of The City of New York, and the easterly line of Lake View terrace, and running thence along the easterly lines of said Parcel No. 449 and said terrace and the said westerly line of the property of The City of New York south 6 degrees 21 minutes east 462 feet and south 10 degrees 20 minutes west 1,035.6 feet to the southeast corner of said parcel; thence along the southerly line of same and the southerly lines of Parcels Nos. 448, 423, 422 and 382, north 79 degrees 40 minutes west 550 feet, crossing Mount Pleasant avenue to the southwest corner of Parcel No. 382 in the easterly line of Kensico avenue; thence north 79 degrees 40 minutes west 25 feet along the southerly line of before men-

tioned Parcel No. 449 to a point in the centre of said Kensico avenue; thence along the centre line of same south 10 degrees 20 minutes west 125 feet; thence north 79 degrees 40 minutes west 25 feet still continuing along the southerly line of said Parcel No. 449 to a point in the westerly line of Kensico avenue at the southeast corner of Parcel No. 364; thence along the southerly line of said parcel the following courses and distances: North 79 degrees 40 minutes west 100 feet, south 10 degrees 20 minutes west 100 feet, north 65 degrees 56 minutes west 181.3 feet and north 73 degrees 58 minutes west 55.8 feet to the southwest corner of said parcel; thence along the westerly line of same the following courses and distances: North 20 degrees 21 minutes west 12.7 feet, north 7 degrees 31 minutes west 205.8 feet, north 4 degrees 37 minutes west 172.7 feet and north 9 degrees 03 minutes west 1,032.5 feet to the northwest corner of said Parcel No. 364; thence along the northerly line of same the following courses and distances: South 75 degrees 25 minutes east 117.1 feet south 81 degrees 10 minutes east 333.6 feet, south 76 degrees 51 minutes east 207 feet and south 78 degrees 14 minutes east 162 feet to a point in the northerly line of before mentioned Parcel No. 449 in Kensico avenue; thence partly along the northerly line of said parcel and the northerly lines of Parcels Nos. 404, 405, 406 and 407 south 79 degrees 40 minutes east 227.5 feet to the northeast corner of said Parcel No. 407, in the northerly line of before mentioned Parcel No. 449; thence along the said northerly line south 76 degrees 13 minutes east 39.3 feet, north 1 degree 26 minutes west 262 feet and north 83 degrees 40 minutes east 31.4 feet to the northwest corner of Parcel No. 438; thence along the northerly line of said parcel and partly along the northerly line of before mentioned Parcel No. 449 north 83 degrees 40 minutes east 201.7 feet to the point or place of beginning.

The fee is to be acquired by The City of New York in all the real estate, Parcels Nos. 364 to 449, inclusive, contained in the above description.

Reference is hereby made to the said map, filed as aforesaid, in the office of the Register of the County of Westchester, for a more detailed description of the real estate to be taken in fee, as above described.

Dated June 3, 1907.
WILLIAM B. ELLISON,
Corporation Counsel.
Office and Post-Office Address,
Hall of Records,
Corner of Chambers and Centre Streets,
Borough of Manhattan,
New York City. j8.jy20

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, the 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.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in The City of New York, or of a guaranty or surety company duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

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 to the amount of five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

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.