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LAW DEPARTMENT.

Office of the Counsel to the Corporation, NEW YORK, Aug. 4, 1882.

WILLIAM M. IVINS, Esq., Secretary of the Mayor:

Sir—I duly received your letter to Mr. Whitney, of the 28th ult., transmitting a letter dated July 26th, 1882, from Mr. Henry Bergh to his Honor, Mayor Grace, in relation to prize fights, and requesting an opinion as to whether a fight between individuals, in pursuance of a previous arrangement, such persons fighting in a ring, or otherwise, with gloves, attended by seconds, and contending for a prize or reward, and under a challenge to fight, or with the intention of fighting, till one party succumbs from exhaustion or injury, or with the design on the part of either party of placing the other hors de combat within a certain period of time, or in a given number of rounds, is a fight with fists, or a prize-fight, within the meaning of the law.

After a careful consideration of the question submitted by you. I am of the opinion that a fight

After a careful consideration of the question submitted by you, I am of the opinion that a fight of the character described in your letter, is a prize-fight, within the meaning of the law, and in view of the importance of the matter, I have herein set forth at length the grounds upon which such

It is well settled, both in the United States and in England, that what are commonly known as "prize-fights" are unlawful at common law, and independently of any statute prohibiting the same, and each of the actual fighters is liable to an indictment for an assault upon the other. In the very

"prize-fights" are unlawful at common law, and independently of any statute prohibiting the same, and each of the actual fighters is liable to an indictment for an assault upon the other. In the very recent case of the Queen vs. Coney (Law Reports, part 5, May 1, 1882), the whole subject of prize-fighting was very fully considered by all, the judges of the Queen's Bench division of the Supreme Court, eleven of the fifteen judges writing opinions.

Hawkins, J., in the course of his opinion said: "Nothing can be clearer to my mind than that "every fight in which the object and intent of each of the combatants is to subdue the other by vio"lent blows, is, or has a direct tendency to, a breach of the peace, and it matters not, in my opinion,
"whether such fight be a hostile fight, begun and continued in anger, or a prize-fight for money or
"other advantage. In each case the object is the same, and in each case some amount of personal
injury to one or both of the combatants is a probable consequence; and although a prize-fight
may not commence in anger, it is unquestionably calculated to rouse the angry feelings of both
before its conclusion. I have no doubt, then, that every such fight is illegal, and the parties to it
may be prosecuted for assaults upon each other." Many authorities support this view. In Rex
vs. Ward (I East. P. C., 270) the prisoner was tried for the slaughter of a man whom he had killed
in a fight to which he had been challenged by the deceased for a public trial of skill in boxing. No
unfairness was suggested, and yet it was held that the prisoner was properly convicted. To the same
effect is the case of Regina vs. Lewis (I C. & K., 419), in which Coleridge, J., said: "When two
persons go out to strike each other, each is guilty of an assault." See also "Regina vs. Hunt (I
Cox's C. C., 177), per Alderson B.; Regina vs. Brown (I C. & N., 314), by the same learned Baron; and by Bramwell, B., in Regina vs. Young (10 Cox's C. C., 371). To the same effect are
the following cases decided in this

The fact that the assaults committed by prize-fighters upon each other are made by mutual consent does not render the fight lawful. In Queen vs. Coney, supra, Stephen, J., in the course of his opinion, said: "The principle as to consent seems to me to be this: when one person is indicted for "inflicting personal injury upon another, the consent of the person who sustains the injury is no "defense to the person who inflicts the injury, if the injury is of such a nature, or inflicted under such "circumstances, that its infliction is injurious to the public as well as to the person injured. But "the injuries given and received in prize fights are injurious to the public, both because it is against "the public interest that the lives and the health of the combatants should be endangered by blows, "and because prize-fights are disorderly exhibitions, mischievous on many obvious grounds. There-

"the public interest that the lives and the health of the combatants should be endangered by blows, "and because prize-fights are disorderly exhibitions, mischievous on many obvious grounds. There"fore the consent of the parties to the blows which they mutually receive does not prevent those
blows from being assaults."

It being clear, therefore, that even in the absence of a prohibitory statute, prize-fights are illegal
at common law, the question is, does the fact that the fighters wear gloves change the character of
the contest and render it a lawful one? This precise question was passed upon in the recent case of
Queen vs. Joseph Collins (alias Tug Wilson) and others, 14 Cox's C. C., 226; s. c. 39 Law Times
Reports, 293. In this case Joseph Collins (alias Tug Wilson) and thirteen others were tried before
the General Quarter Sessions of the Peace for the County of Leicester, held on October 15, 1878,
for assembling together for the purpose of a prize-fight. The indictment contained six other counts,
three of them for assaulting police constables in the execution of their duty, and three others for
common assaults on the same constables. It was given in evidence that the defendants, with others
to the number of one hundred and upwards, assembled in a room in a vacant building; that one
shilling entrance was charged to each person; that then the door was barricaded to prevent access
by the police or any other person; that two of the defendants, Orton and Burrows, were the combatants, and that each was stripped to the waist, a space roped in for a ring, and each combatant
was attended by his second, on whose knee he sat in the intervals during the fight, and was sponged
and fanned by him, after the usual custom in prize-fights. The police, after great resistance, during
which they were violently assaulted, forced an entrance into the room through the windows, and was attended by his second, on whose knee he sat in the intervals during the fight, and was sponged and fanned by him, after the usual custom in prize-fights. The police, after great resistance, during which they were violently assaulted, forced an entrance into the room through the windows, and those present attempted to escape in any way they could, by door or window. The two combatants and the other twelve defendants were, however, arrested. It was proved by an eye-witness that the men fought with great ferocity—in the words of the witness, "like bull-dogs"—and that each was severely punished, and that the fight was for money. The counsel for the defense contended that this was a sparring match, fought in gloves, according to well-known rules, and on the authority of the case Regina vs. Young (10 Cox's C. C., 371) was no offense at law. The judge directed the jury that this was a correct definition of the law, if it were a mere exhibition of skill in sparring; but that if the parties met, intending to fight until one gave in from exhaustion or injury received, it was a breach of law and a prize-fight, whether the combatants fought in gloves or not, and he left this question to the jury: "Was this a sparring match or a prize-fight?" The jury had the gloves used in the fight before them, and found that it was a prize-fight and that the prisoners were guilty. They also found that "Was this a sparring match or a prize-fight?" The jury had the gloves used in the fight before them, and found that it was a prize-fight and that the prisoners were guilty. They also found that the defendants Tug Wilson and two others were guilty of assaulting the police in the execution of their duty. The counsel of the defendants contended that the judge was wrong in leaving the question to the jury whether or not it was a prize-fight; that as the men fought in gloves the judge should have directed the jury that it was therefore a mere sparring match, and no indictable offense. The judge suspended sentence and certified the question to the higher court as follows: "The case "is whether the question 'Was this a prize-fight or not?' was rightly left to the jury; or was the fact "that the fight was with gloves sufficient to prevent the same being an indictable offense." The appeal was heard before five judges. The decisions upon such appeal were as follows: Kelly C. B., "The question in this case is whether the prisoners were guilty of the offense of unlawfully assemb" ling together for the purpose of prize-fighting. The jury found that this was a prize-fight. No "doubt the combatants wore gloves; but that did not prevent them from severely punishing each other. There can be no doubt that upon the facts the conviction ought to be affirmed." Denman, J., said: "I am of the same opinion. The jury examined the gloves in their private room, "and having the fact proved that the combatants severely mauled each other, they found rightly "that this was a prize-fight. The question was entirely one for the jury." Lindley, Manistry and Hawkins, J. J., concurred.

Hawkins, J. J., concurred.

To the same effect was the opinion of Hawkins, J., in Queen vs. Coney, supra. After stating that all prize-fights are illegal, in the language above quoted, he continues as follows: "The cases

"in which it has been held that persons may lawfully engage in friendly encounters not calculated "to produce real injury to, or to rouse angry passions in either, do not in the least militate against the view I have expressed; for such encounters are neither breaches of the peace nor are they calculated to be productive thereof; but if under color of a friendly encounter, the parties enter upon it with, or in the course of it form, the intention to conquer each other by violence calculated to pro-"with, or in the course of it form, the intention to conquer each other by violence calculated to pro"duce mischief, regardless whether hurt may be occasioned or not, as, for instance, if two men,
"pretending to engage in an amicable spar with gloves, really have for their object the intention to
"beat each other until one of them be exhausted and subdued by force, and so engage in a conflict
"likely to end in a breach of the peace, each is liable to be prosecuted for an assault. (Regina vs.
"Orton, 39 L. T., 293.) Whether an encounter be of the character I have just referred to, or a
"mere friendly game having no tendency, if rightly played, to produce any breach of the peace, is
"always a question for the jury in case of an indictment, or the magistrates in case of summary pro"ceedings."

I have not found any case decided in this country in which the question, whether a fight with gloves was to be regarded as a prize-fight, has been passed upon or considered, by court or jury, but I think these well considered decisions by the judges and juries of the highest criminal courts of England, must be regarded as decisive of the question submitted by you to the Law Department. Of course, neither these decisions, nor those of the courts of other States, are absolutely binding as authorities upon the courts of this State. But the decisions of the highest English courts, and of like courts in other States, are entitled to the highest respect, as correct expositions of the law upon, any subject and are conare entitled to the highest respect, as correct expositions of the law upon any subject, and are constantly referred to and relied upon by the courts of this State, in passing upon the cases brought before them; and I have not the slightest doubt that the courts of this State would concur in the decisions above cited, and under their directions juries would find that contests of the description set forth in your letter, even though the fighters wore gloves, and whether or not those gloves were hard or soft, would be prize-fights and unlawful.

Aside from the authorities above referred to, I do not see how any one can successfully maintain that a glove-fight, as usually carried on, is not, to all intents and purposes, a prize-fight. It certainly has every important characteristic of a prize-fight. It generally takes place in public, in the presence of every person who will pay an admission fee to see it; the fighters and their backers stake large amounts upon the result, and outsiders make heavy bets, which are decided by the issue presence of every person who will pay an admission fee to see it; the fighters and their backers stake large amounts upon the result, and outsiders make heavy bets, which are decided by the issue of the fight; the fighters themselves are dressed in the regulation prize-fighting costumes; the fights are conducted according to the rules and regulations which govern prize-fights; there is a ring, or something equivalent thereto; there are seconds who perform the usual duties of seconds in prize-fights, and there is also a referee who decides whether the fighting is fair or foul; the glove fighters attack one another with great ferocity, and each one delivers as powerful blows upon the other as he can, and each strives, by pounding, pushing and throwing the other, to disable and conquer him; blood is often drawn, faces are disfigured, limbs broken, the fighters are knocked and thrown down with great violence, and the fight goes on until one or the other of the fighters, from injuries received or from exhaustion, is unable "to come to time." In the report of a glove-fight at Cohoes, in this State, contained in the New York Herald of the 2d instant, the following account is given: "The men wore white drawers and fought stripped to the waist. Time was called at half-past nine o'clock, and after the referee had announced that the fight was to be according to the rules "of the London prize ring, with the exception of there being one minute between the rounds, the men answered to the call of time. It proved to be a regular slugging match. Carlow at first "forced the fighting, and drew first blood from Vaughhan. Seven rounds were fought in fifteen "minutes. Carlow won a fall in the second round, but after that Vaughhan forced the fighting and "closed in on Carlow and ended the rounds by falling heavily on him. At the conclusion of the seventh round it was found that Carlow's knee-pan had been displaced, and Vaughhan was "closed in on Carlow and a tremendous uproar. The purse was for two hundred dollars, but a "large sum o

"clusion of the match there was tremendous excitement and the feeling between the partizans of the "fighters ran high, though no disturbance took place."

The difference between these savage and brutal glove-fights and ordinary sparring, and the so-called wrestling matches, is as plain as the difference between a real and a sham battle between two regiments of soldiers. In real battles and glove-fights men contend with intense fierceness, and with the avowed object of doing each other as much injury as possible, and the fight is kept up until one side, or one fighter, as the case may be, is beaten; in sham battles, sparring and wrestling matches (properly conducted), the fierceness is all assumed. No serious injury is intended by either vide and the legitiment object is any serious matches.

side, and the legitimate object is amusement merely.

The avowed object in some of these glove-fights is for each man to injure and exhaust the other as much as he can, in the shortest possible time. In the recent fight at the Madison Square Garden, in this city, Mr. Sullivan undertook to "knock Mr. Tug Wilson out" in four rounds, which I understand to mean, that Sullivan undertook to strike, push and throw Wilson with such force and violence that Wilson would be prevented by his injuries, or by exhaustion, from continuing the fight after the fourth round.

after the fourth round.

In my opinion, the claim that such contests as the glove-fights described in your letter, and in the Herald above referred to, as such fights are usually conducted, are lawful because the fighters wear some kind of gloves, is utterly untenable, is repugnant to common sense, and is, as above stated, in direct conflict with the well-considered decisions of the highest courts in England, and of the findings of English juries.

In view of the opinions above set forth, it is hardly necessary for me to refer to the statutes in relation to prize-fighting, which have been passed by the Legislature of this State; as it might otherwise, however, be supposed, that I had overlooked them, I will do so.

As above stated, the actual fighters in a prize-fight, or glove-fight, are indictable at common law for assaults upon each other, and all persons present at such fights and aiding and abetting therein are also hable to indictment for assault; and the fighters themselves and all persons present are in some cases liable to indictment for riot and breaches of the peace. There are certain acts,

therein are also hable to indictment for assault; and the fighters themselves and all persons present are in some cases liable to indictment for riot and breaches of the peace. There are certain acts, however, which might be done by the persons proposing to fight, before the fight actually takes place, which were not indictable at common law; there are also various other persons, besides the actual fighters, who might originate or promote the fight, or might be present when it took place, whose indictment at common law was impossible or difficult. Two statutes have been passed by the Legislature, not so much for the purpose of rendering prize-fighting illegal, for it was illegal before, or for the purpose of punishing the assaults committed by the actual fighters upon each other, but for the purpose of covering the other acts, above alluded to, of such fighters, and of making it clear and certain what acts, on the part of persons other than such actual fighters, rendered them liable to indictional.

ment.

The first statute is chapter 98, of the Laws of 1856, which provides, among other things, that every person who shall set on foot, or instigate, or move to, or carry on, or promote, or engage in as a witness, umpire or judge, or do any act towards the furtherance of any premeditated fight or contention between persons with their fists, commonly called a prize-fight, shall be liable to arrest and prosecution for so doing, and on conviction shall be punished by imprisonment not less than ten days nor exceeding one year, or by a fine not exceeding one thousand dollars. By the second section, were appropriate complaint magistrates are employed to issue warrants authorizing any officer.

tion, upon a proper complaint magistrates are empowered to issue warrants authorizing any officer of the county to proceed and prevent such fight.

of the county to proceed and prevent such fight.

The other statute is chapter 37, of the Laws of 1859, which, among other things, provides that every person who shall, in this state, set on foot, instigate, promote, aid, abet or encourage, or do any act towards the furtherance of any premeditated contention or fight, between two persons, commonly called a ring or prize fight, to be engaged in either within, or without, this state; and every person who shall, in this state, send, in writing, or publish any challenge, or an acceptance of any challenge for such contention or fights; and every person who shall in this state train or assist any person in training for any such contention or fight, and every inhabitant of this state who shall go out of this state to engage or take part in, or to be present at such contention or fight, shall be guilty of a misdemeanor, and upon conviction shall be punished by imprisonment for not less than six months, nor longer than one year, or by fine not less than two hundred dollars, nor more than one thousand dollars, or by both fine and imprisonment. This statute also contains provisions authorizing the arrest of persons who, there is reasonable ground to apprehend, intend to commit any of the ing the arrest of persons who, there is reasonable ground to apprehend, intend to commit any of the above-mentioned offenses, and empowers magistrates to require bonds fr. m the persons so arrested that they will not for one year offend against any of the provisions of the act. It is also made the duty of all sheriffs, constables, policemen and watchmen, who have reasonable grounds to believe that any offense specified in the act is about to be committed in their jurisdiction, to make committed to the provisions of the act. plaint to some magistrate; and it is also declared that any officer wilfully neglecting his duty in this respect shall be deemed guilty of a misdemeanor and shall also forfeit his office.

respect shall be deemed guilty of a misdemeanor and shall also fortest his office. In view of the decisions above cited, I have no doubt that a glove-fight, as described in your letter and as usually conducted, is a prize-fight within the meaning of both these statutes. A fight with gloves would be none the less a fight with fists, within the meaning of the act of 1856, if that part of that statute is still in force. The word "fists," however, is omitted in the act of 1859, which refers merely to "ring or prize-fights," and, as above shown, both upon authority and upon principle, a glove-fight is a "ring or prize-fight," within the meaning of this statute. Whether the actual fighters can be indicted under these statutes for the assaults committed by each upon the

other, in the course of a fight, is of no consequence. If the statute covers such assaults, they can be indicted under it; if not, they are certainly indictable for the common-law offense of assault. As to other persons, it is entirely clear that under the act of 1859, every person who sets on foot, instigates, promotes, aids, abets, encourages, or does any act towards the furtherance of a prize-fight, or glove-fight, in this state, is guilty of a misdemeanor, and can be indicted and punished for the same. So far as the prevention of public glove-fights, like the one which recently took place at the Madison Square Garden, is concerned, the powers of the police, both under the common law and under these statutes, are most ample. If two persons publicly commence to assault each other, they and all persons present aiding and abetting, can be at once arrested and held for the common-law offenses of assault and breach of the peace, and the latter can certainly be arrested under the statute. If, however, the police have reasonable ground to apprehend in advance that a prize or glove-fight is about to take place, they can proceed under the statute and obtain warrants and compel the persons proposing to fight and the other persons described in the statute to give bonds not to commit any of the offenses therein described for the space of one year.

The papers transmitted with your letter are herewith returned.

I am, sir, yours respectfully,

GEORGE P. ANDREWS,

Assistant Counsel to the Corporation. other, in the course of a fight, is of no consequence. If the statute covers such assaults, they can

OFFICIAL DIRECTORY.

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

EXECUTIVE DEPARTMENT. Mayor's Office.

No. 6 City Hall, 10 A. M. to 3 P. M. WILLIAM R. GRACE, Mayor; WILLIAM M. IVINS, Secretary and Chief Clerk.

COMMISSIONERS OF ACCOUNTS. No. 1 County Court-house, 9 a. m. to 4 p. m. WM. PITT SHEARMAN, JOHN W. BARROW.

LEGISLATIVE DEPARTMENT. Office of Clerk of Common Council.
No. 8 City Hall, 10 A. M. 10 4 P. M.
WILLIAM SAUER, President Board of Aldermer
FRANCIS J. TWOMEY, Clerk Common Council.

DEPARTMENT OF PUBLIC WORKS.

Commissioner's Office.

No. 31 Chambers street, 9 A. M. to 4 P. M.
HUBERT O. THOMPSON, Commissioner; FREDERICK H.
HAMLIN, Deputy Commissioner.

FINANCE DEPARTMENT. Comptroller's Office.

Nos. 19 and 20 New County Court-house, 9 A. M. to 4 P. M. ALLAN CAMPBELL, Comptroller; RICHARD A. STORRS, Deputy Comptroller.

LAW DEPARTMENT

Office of the Counsel to the Corporation Staatz Zeitung Building, third floor, 9 A. M. to 5 P. M. Saturdays, 9 A. M. to 4 P. M. WILLIAM C. WHITNEY, Counsel to the Corporation; ANDREW T. CAMPBELL, Chief Clerk.

POLICE DEPARTMENT.

Central Office.

No. 300 Mulberry street, 9 A. M. to 4 P. M.

STEPHEN B. FRENCH, President; SETH C. HAWLEY,
Chief Clerk; JOHN J. O'BRIEN, Chief Bureau of Elections. DEPARTMENT OF CHARITIES AND CORRECTION.

Central Office. No. 66 Third avenue, corner Eleventh street, 8:30 A M.

to 5:30 P. M.
THOMAS S. BRENNAN, President; GEORGE F. BRITTON,

FIRE DEPARTMENT. Headquarters.

Nos. 155 and 157 Mercer street. JOHN J. GORMAN, President: CARL JUSSEN, Secretary.

HEALTH DEPARTMENT. No. 301 Mott street, 9 A. M. to 4 P. M. CHARLES F. CHANDLER, President; EMMONS CLARK,

DEPARTMENT OF PUBLIC PARKS No. 36 Union Square, 9 A. M. to 4 P. M. EDWARD P. BARKER, Secretary.

DEPARTMENT OF DOCKS.

Nos. 117 and 119 Duane street, 9 A. M. to 4 P. M. WILLIAM LAIMBEER, President; John T. Cuming,

DEPARTMENT OF TAXES AND ASSESSMENTS Brown-stone Building, City Hall Park, 9 A. M. to 4 P. M. THOMAS B. ASTEN, President; J. C. REED,

Office Bureau Collection of Arrears of Personal Taxes

DEPARTMENT OF STREET CLEANING. 51 Chambers street, Rooms 10, 11 and 12, 9 A. M. JAMES S. COLEMAN, Commissioner; M. J. MORRISSON Chief Clerk

BOARD OF ASSESSORS.

Office, City Hall, Room No. 111/2, 9 A. M. to 4 P. M. JOHN R. LYDECKER, Chairman: WM. H. JASPER, Secretary.

BOARD OF EXCISE.

Corner Bond street and Bowery, 9 a. m. to 4 P. m. WILLIAM P. MITCHELL, President; ANTHONY HARTMAN, Chief Clerk.

Nos. 3 and 4 New County Court-house, 9 A. M. to 4 P. M.
PETER BOWE, Sheriff; JOEL O. STEVENS, Under Sheriff
ALEX. V. DAVIDSON. Order Arrest Clerk.

REGISTER'S OFFICE.

East side City Hall Park, 9 a. m. to 4 p. m.
Augustus T. Docharty, Register; J. Fairfax
McLaughlin, Deputy Register. COMMISSIONER OF JURORS.

No. 17 New County Court-house, 9 A. M. to 4 F. M. GEORGE CAULFIELD, Commissioner; ALFRED J. KEEGAN, Deputy Commissioner.

COUNTY CLERK'S OFFICE. Nos. 7 and 8 New County Court-house, 9 a. m. to 4 P M WILLIAM A. BUTLER, County Clerk; CHAS. S. BEARDS LEY, Deputy County Clerk.

DISTRICT ATTORNEY'S OFFICE. Second floor, Brown-stone Building, City Hall Park, 9 A. M. to 4 P. M.

John McKeon, District Attorney; Hugh Donnelly,
Chief Clerk.

THE CITY RECORD OFFICE, And Bureau of Printing, Stationery, and Slank Books, No. 2 City Hall, 8 A. M. to 5 P. M., except Saturdays on which days 8 A. M. to 3 P. M. Thomas Costigan, Supervisor; R. P. H. Abell, Book-

CORONERS' OFFICE.

Nos. 13 and 15 Chatham street.
PHILIP MERKLE, THOMAS C. KNOX, GERSON N, HERRMAN, JOHN H. BRADY, Coroners; JOHN D. COUGHLIN, Clerk of the Board of Coroners.

MARINE COURT.
General Term, Room No. 15, City Hall.
Trial Term, Parts I., II., and III., second floor, City

Special Term, Chambers, Room No. 21, City Hall, 10 A. M. to 4 P. M.
Clerk's Office, Room No. 10, City Hall.
GEORGE SHEA, Chief Justice; John Savage, Clerk.

OYER AND TERMINER COURT.
General Term, New County Court-house, second floor, southeast corner, Room No. 13, 10:30 A. M.
Clerk's Office, Brown-stone Building, City Hall Park, second floor, northwest corner.

SUPERIOR COURT.

Third floor, New County Court-house, 11 A. M.
General Term, Room No. 29.
Special Term, Room No. 33.
Chambers, Room No. 33.
Part I., Room No. 34.
Part III., Room No. 35.
Part III., Room No. 36.
Judges' Private Chambers, Room No. 30.
Naturalization Bureau, Room No. 32.
Clerk's Office, 9. A. M. to 4 P. M., Room No. 31.
John Sedgwick, Chief Judge; Thomas Boese, Chief Clerk.

SUPREME COURT.

In the matter of the application of the Department of Public Parks, for and in behalf of the Mayor, Aldermen and Commonality of the City of New York, relative to the opening, as a first-class street, of that certain continuous street or avenue known as Webster avenue, although not yet named by proper authority, extending from the eastern line of the New York and Harlem Railroad, at One Hundred and Sixty-fifth street, to the northern line of One Hundred and Eighty-fourth street, in the City of New Y rk.

Eighty-fourth street, in the City of New Y rk.

NOTICE IS HEREBY GIVEN THAT THE BILL
of the costs, charges and expenses incurred by
reason of the procee ings in the above entitled matter,
will be presented for taxation to one of the Justices of
the Supreme Court, at the Chambers thereof in the
County Court House at the City Hall, in the City of New
York, on the Twenty-second day of August, 1882, at 10½
o'clock in the forenoon of that day, or as soon thereafter
as counsel can be heard thereon; and that the said bill of
costs, charges and expenses has been deposited in the
office of the Department of Public Works, there to remain for and during the space of ten days.

Dated New York, August 8, 1882.

ffice of the Assessment of the May.

Dated New York, August 8, 1882.

CHARLES H. HASWELL,

WILLIAM H. WICKHAM,

CLIFFO D A. H. BARTLETT,

Commissioners.

PUBLIC POUND.

NOTICE.

NOTICE IS HEREBY GIVEN THAT I SHALL sell at public auction at the public pound, corner of One Hundred and Sixty-first street and Elton avenue, in the Twenty-third Ward of the City of New York, on Thursday, the 10th instant, at 9 o'clock A. M., one dark brown pony, about six years old, twelve hands high, hind right foot white and lame.

Dated New York, August 7, 1882.

GEORGE BRUECKNER, Pound Master.

DEPARTMENT OF PUBLIC CHAR-

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION, No. 66 THIRD AVENUE.

TO CONTRACTORS.

PROPOSALS FOR FLOUR, GROCERIES, ETC.

SEALED BIDS OR ESTIMATES FOR FURNISH

ogroceries.

25,000 fresh eggs (all to be candled).
3,000 pounds fresh dairy butter (sample on exhibition August 18, A. M.)
100 barrels crackers.
50 barrels wheaten grits (160 lbs. net each).
50,000 pounds brown sugar.
10,000 pounds gramulated sugar.
10,000 pounds coffee sugar.
20 boxes corn starch.
1 cask prunes.

r cask prunes.
bo barrels American salt, 320 lbs. net each.
4 tons white meal.

3,000 yards bleached muslin. 20 bales bandage muslin. 100 gross pantaloon buckles.

LEATHER.

STRAW.
500 bales long bright rye straw, weight delivered
at Blackwell's Island.

at Blackwell's Island.

LUMBER.

30,000 feet B. M. good shipping box boards, 12 to 16 feet long, 14 to 16 inches wide, planed on one side, to be delivered at Storehouse Dock, Blackwell's Island.

—or any part thereof, will be received at the office of the Department of Public Charities and Correction, in the City of New York, until 9.30 o'clock A. M., of Friday, August 18, 1882. The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Bid or Estimate for Groceries, Dry Goods, Leather, Lumber, etc.," and with his or their name or names, and the date of presentation, to the head of said Department, at the said office, on or before the day and hour above named, at which time and place the bids or estimates received will be publicly opened by the head of said Department and read.

The Department of Public Charities and Correction reserves the right to decline any and all bids or estimates if deemed to be for the public interest, and to accept any

bid or estimate as a whole, or for any one or more articles included therein. No bid or estimate will be accepted trom, or a contract awarded to, any person who is in arrears to the Corporation upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Corporation.

defaulter, as surety or otherwise, upon any obligation to the Corporation. The award of the opening of the bids.

Delivery will be required to be made from time to time, at such times and in such quantities as may be directed by the said Department.

Any bidder for this contract must be known to be engaged in and well prepared for the business, and must have satisfactory testimonials to that effly awarded will be required to give security for the performance of the contract by his or their bond, with two sufficient sureties, in the penal amount of fifty (so) per cent. of the estimated amount of the contract.

Each bid or estimate shall off the persons making the amount of the contract of the c

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION, No. 66 THIRD AVENUE.

TO CONTRACTORS.

PROPOSALS FOR ESTIMATES.

ESTIMATES FOR THE FOLLOWING-NAMED

ESTIMATES FOR THE FOLLOWING-NAMED Works, viz.:

1. Steam Heating Work to be done in the East Wing to Insane Asylum, on Wards Island.

2. Plumbing Work and Materials required to be done in E. st. Wing to Insane Asylum, on Wards Island—will be received by the Board of Commissioners at the head of the Department of Public Charities and Correction, at the office of said Department, No. 66 Third avenue, in the City of New York, until 9.30 o'clock A.M., of Friday, the 18th day of August, 1882, at which place and time the bids will be publicly opened by the head of said Department and read. The award of the contracts, if awarded, will be made as soon as practicable after the opening of the bids.

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

The amount of security required in each of the abovenamed works is as follows, viz.:

For Steam Heating, Five thousand dollars (\$5,000). For Plumbing, etc., Twelve hundred dollars (\$1,200). For information as to the amount and kind of work to be done, bidders are referred to the specifications, which are annexed to and form part of these proposals, and the plans, which can be seen at the office of said Department.

Both the above works to be completed in sixty (60) working days after the commencement thereof.

The damages to be paid by the contractor for each day that the contract may be unfulfilled after the time specified in the contract for the completion thereof shall have expired, are, by a clause in the contract, fixed and liquidated at twenty dollars per day.

Shall the receive to present to whom the contract is

Should the person or persons to whom the contract is awarded neglect or refuse to accept the contract for five days after written notice that the same has been awarded to his or their bid or estimate, or if, after acceptance, he or they should refuse or neglect to execute the contract and give proper security, for five days after notice that the contract is ready for execution, he or they will be considered as having abandoned it, and the contract will be readvertised and relet, and so on, until it be accepted and executed.

The Department of Public Charities and Correction reserves the right to decline any and all bids or estimates if deemed to be for the public interest. No bid or estimate will be accepted from, or contract awarded to, any person who is in arrears to the Corporation.

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair, and without collusion or traud; and that no member of the Common Council, Head of a Department, Chief of a Bureau, Deputy thereof, or Clerk therein, or there officer of the Common Council, the or work 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 therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, no its bein

tion.
The form of the agreement, including specifications, and showing the manner of payment for the work, will be furnished at the office of the Department.
Dated New York, August 7, 1882.
THOMAS S. BRENNAN, JACOB HESS, HENRY H. PORTER,

Commissioners of the Department of Public Charities and Correction

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION, No. 66 THIRD AVENUE, New York, July 26, 1882.

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

At Morgue, Bellevue Hospital, from Pier 53, East river—Unknown man; age 50 years; 5 feet 7 inches high; gray hair; dark moustache; blue eyes. Had on blue check jumper, gray cotton pants, gaiters. Tattooed on several parts of body.

Unknown woman, from 67 Madison street; age about 45 years; 5 feet 3 inches high; brown hair. Had on dark calico waist and skirt, white chemise.

Unknown man, from Chambers Street Hospital; age

dark calico waist and skirt, white chemise.

Unknown man, from Chambers Street Hospital; age about 50 years; 5 feet 8 inches high; gray hair; sandy moustache; blue eyes; no clothing.

Unknown man, from 220 South Fifth avenue; age about 40 years; 5 feet 9 inches high; light brown hair; red moustache; chin beard; blue eyes; no clothing.

Unknown woman, from Forty-third street and Second avenue; age about 50 years; 5 feet 2 inches high; sandy hair; blue eyes. Had on black shawl, gray flannel jacket, white waist, brown skirt, check skirt, brown petticoat, white cotton stockings, black prunella gaiters.

Unknown man from Pier 54, East river, age about 45 years, 5 feet 7 inches high, black hair, blue eyes, brown moustache, no clothing.

Unknown man from Presbyterian Hospital, age about 45 years, 5 teet 9 inches high, dark brown hair, graytinged brown moustache, imperial and chin whiskers, blue eyes, no clothing.

Unknown man, from foot of Jackson street, age about

Unknown man, from foot of Jackson street, age about years, 5 feet 8 inches high, dark brown hair, moustache and chin whiskers, blue eyes; had on dark frock coat, black vest and pants, white shirt, white knit undershirt, white socks, gaiters.

At Charity Hospital, Blackwell's Island, John Woods, age 35 years, 5 feet 4½ inches high, blue eyes, dark hair; had on when admitted black overcoat, blue overalls, white shirt, cap and shoes.

shirt, cap and shoes.

At Lunatic Asylum, Blackwell's Island—Mary Connors, alias Connelly; age 35 years: 5 teet 3 inches high; black hair; dark brown eyes.

At Homeopathic Hospital, Ward's Island—Sarah Rollins; age 35 years; 5 feet 5 inches high; gray eyes; brown hair. Had on when admitted brown wrapper, black sacque.

Eliza Dobson; age 48 years; 5 feet 6 inches high; gray eyes and hair. Had on when admitted brown wrapper, black sacque, gray shawl.

Thomas Mack; age 51 years; 5 feet 6 inches high; brown eyes; black hair.

Gratiano Rebello; age 72 years; 5 feet 6 inches high; brown eyes; black hair.

Valiska Rother; age 30 years; 5 feet 13% inch high; blue eyes; black hair. Had on when admitted striped calico skirt, plaid calico sacque, gray petticoat, white stockings, slippers.

At Branch Lunatic Asylum, Hart's Island — Ellen Dunn; age 66 years; brown eyes; black hair.

Nothing known of their friends or relatives.

By order,

G. F. BRITTON,

DEPARTMENT OF PUBLIC PARKS.

DEPARTMENT OF PUBLIC PARKS, 36 UNION SQUARE, NEW YORK, August 3, 1882.

BIDS OR ESTIMATES FOR EACH OF THE

For constructing a sewer and appurtenances in Washington avenue, between East One Hundred and Sixty-ninth and East One Hundred and Seventieth

streets.

2. For laying a crosswalk across Alexander avenue at each of the intersections of One Hundred and Thirty-third, One Hundred and Thirty-fourth, One Hundred and Thirty-sixth, One Hundred and Thirty-seventh, and One Hundred and Thirty-eighth streets, and across each of the above mentioned streets at its intersection with Alexander avenue.

3. For reflagging, curbing, etc., and putting in proper condition the Third avenue and the intersections of streets, etc., on the line of Third avenue, between the Harlem river and One Hundred and Forty-seventh street.

the Harlem river and One Hundred and Fortyseventh street.

4. For flagging sidewalks a space four feet wide, and setting curb and gutter_stones in Elton avenue, from its
junction with Washington avenue to its junction
with Third avenue, and laying crosswalks in said
avenue and in each intersecting street within the
aforesaid limits.

5. For flagging sidewalks a space four feet wide, and setting curb and gutter-stones in One Hundred and
Forty-fourth street, between Willis and St. Ann's
avenues.

—will be received by the Department of Public Parks until nine and a half o'clock A. M., on Wednesday, the 16th day of August, 1882. Special notice is given that the works must be bid for

separately, that is, two or more works must not be included in the same estimate or envelope.

The nature and extent of each of the several works, as near as it is possible to state them in advance, is as follows:

near as it is possible to state them in advance, is as follows:

Number 1, above mentioned:

871 linear feet of 12-inch pipe sewer, exclusive of spurs for house connections.

109 spurs for house connections, over and above the cost per foot of pipe sewer.

11 manholes complete.

1,000 feet (B. M.) lumber furnished and laid.

5 cubic yards of rock to be excavated and removed.

1,000 feet (B. M.) lumber furnished and laid.

5 cubic yards of concrete in place.

Number 2, above mentioned:

1,048 square feet of new bridge-stone for crosswalks furnished and laid.

Number 3, above mentioned.

8,800 square feet of new flagging furnished and laid.

1,000 square feet of old flagging laid or relaid.

1,000 linear feet of new curb-stones furnished and set.

1,000 linear feet of new gutter-stones furnished and laid.

laid.

2,000 linear feet of old gutter-stones laid or relaid.

50 square feet of new bridge-stones furnished and laid.

laid.
160 square feet of old bridge-stones laid or relaid.
500 square feet of new trap-block pavement.
1,000 square feet of old trap-block pavement relaid other than that required in connection with setting or resetting curb-stones and laying or relaying bridge or gutter-stones.

bridge or gutter-stones.

Number 4, above mentioned.
3,775 linear feet of new curb-stone furnished and set.
900 linear feet of old curb-stone moved and set.
3,775 linear feet of new gutter-stone furnished and laid.
900 linear feet of old gutter-stone moved and laid.
14,100 square feet of new flagging furnished and laid.
1,900 square feet of old flagg ng laid.
3,600 square feet of new bridge-stones for crosswalks furnished and laid.

Number 2 above mentioned

Number 5, above mentioned. 3,000 linear feet of new curb-stone furnished and set. 3,000 linear feet of new gutter-stone furnished and laid.

Number 5, above mentioned.

3,000 linear feet of new gutter-stone furnished and laid.

11,870 square feet of new flagging furnished and laid.

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

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

2. Bidders will be required to complete the entire work to the satisfaction of the Department of Public Parks, and in substantial accordance with the specifications for the work and the plan therein referred to. No extra compensation beyond the amount payable for the several classes of work before enumerated, which shall be actually performed at the prices therefor to be specified by the lowest bidder, shall be due or payable for the entire work.

The person making any bid or estimate must furnish the same enclosed in a sealed envelope, directed to the head of the said Department, at its office, on or before the 16th day of August, 1882, at nine and a half o'clock A. M. The envelope must be endorsed with the name or names of the persons presenting, the same, the date of its presentation, and a statement of the work to which it relates.

The estimates received will be publicly opened by the head of the said Department, at its office, on or before the 16th day of August, 1882, at nine and a half o'clock A. M. The envelope must be endorsed with the name or names of the persons presenting the same; the value of the person was made and subscribed by all the parties interested, it s

amount of the work by which the bids are tested. The consent above-mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities, as bail, surety, or otherwise; and that he has offered himself as a surety in good faith and with the intention to execute the bond required by section 27 of chapter 8 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered to be approved by the Comptroller of the City of New York.

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

N. B.—The pr

"4, " "5,000 00

The Department of Public Parks reserves the right to reject any or all the bids received in response to this advertisement if it should deem it for the interest of the city so to do, and to re-advertise until satisfactory bids or proposals shall be received. But the contracts when awarded will in each case be awarded to the lowest bidder.

Blank forms for proposals and the forms of the several contracts which the successful bidders will be required to execute, can be had at the office of the Secretary, and the plans can be seen and information relative to them can be had at the office of the Secretary, and the plans can be seen and information relative to them can be had at the office of the Department, 36 Union Square.

SMITH E. LANE,
SALEM H. WALES,
CHARLES F. MacLEAN,
WILLIAM M. OLLIFFE,
Commissioners Department Public Parks.

E. P. BARKER,

E. P. BARKER, Secretary

FIRE DEPARTMENT.

HEADQUARTERS FIRE DEPARTMENT, CITY OF NEW YORK, 155 AND 157 MERCER STREET, NEW YORK, August 3, 1882.

TO CONTRACTORS.

SEALED PROPOSALS FOR FURNISHING THE materials and labor, and doing the work required for constructing a house for the Fire Department, to be erected at No. 195 Elizabeth street for Hook and Ladder Company No. 9, will be received by the Board of Commissioners at the head of the Fire Department, at the office of said Department, Nos. 155 and 157 Mercer street, in the City of New York, until to o'clock A. M., Wednesday, August 16, at which time and place they will be publicly opened by the head of said Department and read. The award of the contract will be made as soon as practicable after the opening of the bids.

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

The house to be completed and delivered in one hundred and fitty (see John course).

The house to be completed and delivered in one hun-

its presentation, and a statement of the work to which it relates.

The house to be completed and delivered in one hundred and fifty (150) days after the date of the contract. For information as to the amount and kind of work to be done, bidders are referred to the specifications and drawings, which form part of these proposals.

The damages to be paid by the contractor for each day that the contract may be unfulfilled after the time specified for the completion thereof shall have expired, are, by a clause in the contract, fixed and liquidated at twenty-five (\$25) dollars per day.

The Fire Department reserves the right to decline any and all bids or estimates if deemed to be for the public interest. No bid or estimate will be accepted from, or contract awarded to, any person who is in arrears to the Corporation upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Corporation.

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud; and that no member of the Commot. Council, Head of a Department, Chief of a Bureau, Deputy thereof or Clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof. 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 therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in variting, of two householders or freeholders of the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its b ing so awarded, become bound as his sureties for its faithful performance in a sum not less one-half the amount of the estimate; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled on its completion and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount of the work by which the bids are tested. The consent above mentoned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract, over and above all his debts of every nature, and over and above his liabilities, as bail, surety, or otherwise; and that he has offered himselt as a surety in good faith and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered is to be approved by the Comptroller of the City of New York before the award is made and prior to the signing of the contract.

No estimate will be received or considered after the

No estimate will be received or considered after the bour named.

No estimate will be considered unless accompanied by either a certified check upon one of the National Banks of the City of New York, drawn to the order of the Comptroller, or money, to the amount of four hundred (\$400) dollars. Such check or money must not be inclosed in the scaled envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York as liquidated damages for such neglect or refusel; but, if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

Should the person or persons to whom the contract may be awarded, neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his or their bid or proposal, or if he or they accept but do not execute the contract and give the proper security, he or they shall be considered as having abandoned it and as in default to the Corporation, and the contract with be readvertised and relet, as provided by law.

Bidders will write out the amount of their estimate, in addition to inserting the same in figures.

The form of the agreement and specifications, and drawings, and showing the manner of payment for the work, may be seen and forms of proposals may be obtained at the office of the Department.

JOHN 1. GORMAN,

CORNELIUS VAN COTT,

HENDYURTERS

HEADQUARTERS

FIRE DEPARTMENT, CITY OF NEW YORK, 155 AND 157 MERCER STREET, NEW YORK, September 23, 1881.

NOTICE IS HEREBY GIVEN THAT THE Board of Commissioners of this Department will meet daily, at 10 o'clock A. M., for the transaction of business. By order of

JOHN J. GORMAN, President. CORNELIUS VAN COTT, HENRY D. PURROY, Commissioners.

CARL JUSSEN, Secretary

JURORS.

NOTICE IN RELATION TO JURORS FOR STATE COURTS.

COURTS.

OFFICE OF THE COMMISSIONER OF JURORS, New COUNTY COURT-HOUSE, New YORK, Sept. 15, 1881.

A PPLICATIONS FOR EXEMPTIONS WILL BE heard here, from 10 to 3 daily, from all persons hitherto liable or recently serving who have become exempt, and all needed information will be given.

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

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

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

Every man must attend to his own notice. It is a misdemeanor to give any jury paper to another to answer. It is also punishable by fine or imprisonment to give or

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

GEORGE CAULFIELD, Commissioner of Jurors, Room 17, New County Court-house.

FINANCE DEPARTMENT.

CITY OF NEW YORK,
FINANCE DEPARTMENT,
COMPTROLLER'S OFFICE,
July 29, 1882.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 4 OF CHAPTER 37 of the Laws of 1881, the Comptroller of the City of New York hereby gives public notice to property-owners that the following list of assessments for local improvements in said city was confirmed by the Supreme Court February 9, 1882, and on the 20th day of July, 1882, was entered in the Record of Titles of Assessments kept in the "Bureau for the Collection of Assessments, and of Arrears of Taxes and Assessments, and of Water Rents," viz.:

viz.:

Boston Road and Westchester avenue opening (in West Farms), from Third avenue to the eastern line of the city at the Bronx river.

Section 5 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof, in the said record of titles of assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect, and receive legal interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

ment."

The above assessments are payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments, and of Arrears of Taxes and Assessments, and of Water Rents," from 9 A. M. until 2 P. M., and all payments made thereon, on or before September 27, 1882, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per cent. per annum from the date of entry in the Record of Titles and Assessments in said Bureau.

ALLAN CAMPBELL.

ALLAN CAMPBELL,

CITY OF NEW YORK, FINANCE DEPARTMENT, COMPTROLLER'S OFFICE, July 15, 1882.

NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 4 OF CHAPTER 33 of the Laws of 1881, the Comptroller of the City of New York hereby gives public notice to property-owners that the following lists of assessments for local improvements in said city were confirmed by the "Board of Revision and Correction of Assessments" on the 11th day of July, 1882, and, on the same date were entered in the Record of Titles of Assessments kept in the "Bureau

for the Collection of Assessments and of Arrears of Taxes and Assessments and of Water Rents," viz.: Seventy-first street flagging, north side, between Ninth and Tenth avenues. Ninth-avenue, fencing vacant lots, between Seventy-first

and Seventy-second streets, etc.
One Hundred and Twenty-first street regulating, grading, etc., between Sixth and Seventh avenues.
Christopher street basin, corner Grove street.
Eighty-fifth street sewer, between Eighth and Ninth

Lexington avenue sewer, between Eighty-first and Eighty-second streets.
Tenth avenue sewer, between Forty-nine and Fiftieth

streets.
Eighty-first street sewer, between Ninth avenue and Summit West.
One Hundred and Twelfth street sewer, between Madi-

son and Sixth avenues.

Sixty-ninth street sewer, between Eighth and Ninth

avenues. Seventy-sixth street sewer, between Eighth and Tenth Fifty-seventh street sewer, between Fifth and Madison

A wenues. New avenue (West) sewer and One Hundred and Twenty-second street, between One Hundred and Sixteenth street and Tenth avenue, etc.

Ninth avenue and New avenue sewer, between One Hundred and Fifteenth and Manhattan streets.

One Hundred and Tenth street sewer, between New and Ninth avenues.

and Ninth avenues, etc.

Section 5 of the said act provides that, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said record of titles of assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect, and receive legal interest thereon at the rate of seven per centum per annum, to be calculated from the date of such entry to the date of payment."

The above assessments are payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments, and of Arrears of Taxes and Assessments and of Water Rents," from 9 A. M. until 2 P M., and all payments made thereon, on or before Sept. 13, 1882, will be exempt from interest as above provided, and atter that date will be subject to a charge of interest at the rate of seven per cent per annum from the date of entry in the record of titles of assessments in said Bureau.

ALLAN CAMPBELL,

SALE OF FERRY FRANCHISES AND LEASE OF WHARF PROPERTY FOR FERRY PURPOSES.

THE FRANCHISE OF THE FERRIES BE tween Twenty-third street and Tenth street, Easriver, and Green Point, Long Island, will be sold separately, at public auction, to the highest bidder, at the office of the Comptroller of the City of New York, at 12 o'clock, noon, on Thursday, the 27th day of July, 1882, and also of the wharf property used for ferry purposes, along with the lease of the franchise of the ferry foot of East Twenty-third street, by order of the Commissioners of the Sinking Fund, pursuant to chapter 498, Laws of 1880.

TERMS AND CONDITIONS OF SALE.

TERMS AND CONDITIONS CF SALE.

The lease of the franchise to run each of the abovenamed ferries will be effered at public auction for the term
of eight years and ten months from the first day of August, 1882, at an upset or minimum price of five per
centum of the gross receipts for ferriage, payable quarterly; and also a lease for the same term of the wharf
property used for ferry purposes at the foot of East
Twenty-third street, along with the franchise of the
ferry at that point, at an upset yearly rental of \$4,000;
the leases to contain the covenants and conditions prescribed by law and the ordinances of the Common Council, according to a form of ferry lease on file in the office
of the Comptroller; provided, also, that the rates of ferriage now established and charged at said ferries shall
not be exceeded during the term of the lease, and that
returns of receipts for ferriage, sworn to by the Lessee,
shall be made to the Comptroller quarterly, and that the
ferry books of account shall be subject to his examination.

tion.

The highest bidder will be required to pay the Auctioneer's fees, and deposit with the Comptroller, at the time of sale, \$500, on the purchase of the franchise of the ferry at the foot of East Tenth street, and the sum of \$1,500 on the purchase of the franchise of the ferry at the foot of East Twenty-third street and of the lease of the wharf property at that point, which sums shall severally be applied to the rents of said ferries and wharf property first becoming due, if the leases are executed, but shall be forfeited to the city if the purchasers shall fail or refuse to execute the leases, or either of them, when notified by the Comptroller; satisfactory surcties shall also be furnished to him for the faithful performance of the covenants and conditions of the leases.

conditions of the leases.

The right to reject any bid is reserved, if deemed to be for the interest of the City of New York.

ALLAN CAMPBELL

CITY OF NEW YORK, FINANCE DEPARTMENT, COMPTROLLER'S OFFICE, July 14, 1882.

The above sale is postponed to Thursday, August 10, 1882, at the same hour and place.

ALLAN CAMPBELL,

City of New York, Finance Department, Comptroller's Office, July 14, 1882.

ORDER OF THE COMPTROLLER ABOLISHING THE "BUREAU OF LICENSES," IN THE FINANCE DEPARTMENT.

CITY OF NEW YORK, FINANCE DEPARTMENT, COMPTROLLER'S OFFICE,

COMPTROLLER'S OFFICE,
April 24, 1882.

PURSUANT TO THE PROVISION OF SECTION
3 of chapter 521 of the Laws of 1880, which authorizes a head of a Department to abolish and consolidate
offices and bureaux in the same Department, I hereby
abolish the Bureau provided for by section 33 of chapter
335 of the Laws of 1873, entitled as follows, to wit:

"A Bureau of Licenses; the Chief Officer of which
shall be called 'Register of Licenses.'"
Said Bureau has never had any practical existence in
the Finance Department, and is declared to be null and
void.

void. ALLAN CAMPBELL (Signed)

REAL ESTATE RECORDS.

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

ALLAN CAMPBELL,

DEPARTMENT OF DOCKS.

(WORK OF CONSTRUCTION UNDER NEW PLAN.)

DEPARTMENT OF DOCKS,

117 AND 119 DUANE STREET,

New York, Aug 4, 1882.

TO CONTRACTORS.

(No. 164.)

PROPOSALS FOR ESTIMATES FOR REMOVING THE EXISTING PLANK ROADWAYS, PAVING, EARTH, ETC., FROM THE NEWLY-MADE LAND NEAR PIERS NEW 42, 43, 44 AND 45, NORTH RIVER, WHICH IS TO BE PAVED, AND PREPARING FOR AND PAVING THE SAME WITH GRANITE BLOCKS AND LAVING CROSS-WALKS.

ESTIMATES FOR REMOVING ALL OF THE Estimates for Removing All Of THE
existing plank roadways, paving, earth, etc., from
the newly-made land near Piers New 42, 43, 44 and 45.
North River, and for paving the same with granite blocks
and for laying cross-walks, will be received by the Board
of Commissioners at the head of the Department of
Decks, at the office of said Department, Nos. 117, and
119 Duane street, in the City of New York, until 12
o'clock M. of o'clock M. of

o'clock M. of

THURSDAY, AUGUST 17, 1882,

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

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

Telates.

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

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

5,200 cubic yards of dirt to be removed.

2,400 cubic yards of clean sand to be laid.

650 cubic yards of gravel for joints.

1,000 square yards of paving to be laid.

3,700 square feet of cross-walks to be laid.

45,000 gallons of paving cement.

45,000 gallons of paving cement.
350 cubic feet of bruckwork.
40 square feet of blue-stone, 4" thick.

40 " 5" "
to linear feet of 12-inch heavy cast-iron pipe.
2,900 pounds of cast-iron for head of silt basin.
2,670 square feet of old paving to be removed.
24,600 square feet of plank roadway and walks to be

2,900 pounds of cast-iron for head of silt basin.
2,570 square feet of old paving to be removed.
24,600 square feet of plank roadway and walks to be removed.

N. B.—As the above-mentioned quantities, though stated with as much accuracy as is possible, in advance, are approximate only, bidders are required to submit their estimates upon the following express conditions, which shall apply to and become part of every estimate received:
1st. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer, as to the accuracy of the foregoing Engineer's estimate, and shall not, at any time after the submission of an estimate, cispute or complain of the above statement of quantities, nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

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

The work to be done under the contract is to be commenced within five days after the date of the contract, and the entire work is to be fully completed on or before December 1, 1882, and the damages to be paid by the contractor for each day that the contract may be unfulfilled after the time fixed for the fulfillment thereof has expired. Sundays and holidays not to be excepted, are, by a clause in the contract, fixed and liquidated at Fifty Dollars per day.

All the old material taken from the said existing plank roadway, to be removed under this contract, will be re-inquisible to the contract, and bidders must estimate the value of such material when considering the price for which they will do the work under the contract.

Bidders will

advertised and relet, and so on until it be accepted and executed.

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

Each estimate shall be accompanied by the consent, in writing, of two bauscholders or freeholders of the City of

matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed to by all the parties interested.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the City of New York, auith their respective places of business or residence, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract, they will pay to the Corporation of the City of New York, any difference between the sum to which said person or persons would be entitled on its completion, and that which said Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work to be done, by which the bids are tested. The consent above mentioned, shall be accompanied by the oath or affirmation, in writing of each of the person signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; and that he has offered himself as surety in good faith, and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered will be subject to approval by the Comptroller, or money, to the amount of itey per centum of the security required for the mount of security required for the completion of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimated in the sealed envelope containing the estimated the point of the cargo, upon such pier, bulk-had, or other wharf structure from injury consequent

mate, but must be handed to the officer or clerk of the Department who has charge of the estimate box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned by the Comptroller to the persons making the same within three days after the contract is awarded. If the successful bidder shall retuse or neglect, within five days after notice that the contract has been awarded to him, to execute the same, the amount of the deposit made by him shall be forfeited to and retained by the City of New York as liquidated damages for such neglect or refusal; but if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him by the Comptroller.

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

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

The right to decline all the estimates is reserved, if deemed for the interest of the Corporation of the City of New York.

Bidders are requested, in making their bids or estimates,

The right to deemed for the interest of the Corporation of the New York.

New York.

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

WILLIAM LAIMBEER,

JACOB VANDERPOEL,

JOHN R. VOORHIS,

Commissi oners of the Department of Docks.

NOTICE.

DEPARTMENT OF DOCKS,
NOS. 117 AND 119 DUANE STREET,
NEW YORK, April 22, 1852.

RULES AND REGULATIONS ESTABLISHED for the government and proper care of piers, bulk-heads, slips, and other whatf property, under the provisions of subdivision 7 of section 6 of chapter 574 of the Laws of 1871, by the Board of the Department of Docks, and published, to take effect on and after

MAY 1, 1882.

The said subdivision 7, among other things, provides 48

The said subdivision 7, among other things, provides as follows:

tollows:
"The violation of or disobedience to any rule, regulation, or order of said Board shall be a misdemeanor, punishable by a fine not exceeding five hundred dollars, or by imprisonment not exceeding thirty days, or by both such fine and imprisonment, on complaint of said Board."

And every person guilty of a violation of or disobedience to any of the following rules or regulations, in addition to the penalties thereby fixed and imposed, to be recovered in civil actions, is liable to be prosecuted for a misdemeanor and to be punished by such fine and imprisonment, or

is liable to be prosecuted for a misdemeanor and to be punished by such fine and imprisonment, or by both.

No. 1—No piles shall be driven, nor shall any platform be erected, nor shall any filling-in of any kind be made on any part of the water-front of the citv, without a written permit therefor being first had and obtained from the Board, under a penalty of two hundred and fifty dollars, for every such offense, to be recovered from the owner, lessee, or occupant of any pier or bulkhead, or of any water-front property or right, who shall cause or permit any such work to be done upon his premises before such permit therefor has been obtained, and under the further penalty of fifty dollars for each and every day which shall elapse before any piles so driven, or platform so erected, or material so filled-in, without such permit being first obtained, shall be removed, after the expiration of the time which may be allowed for such removal, by a notice served upon such owner, lessee, or occupant. No. 2—No shed, building, office, tally-house, or other structure shall be erected, nor shall any derrick, hoisting-mast, coal-hopper, sign, or advertising device, or other erection or obstruction of any kind be placed or maintained upon any pier, bulkhead, or other wharf structure, nor upon any reclaimed land, withcut a written permit therefor being first had and obtained from the Board; and if the owner, lessee, or occupant of any such premises, or the owner, lessee, or occupant of any such structure, erections, or obstruction of the time allowed by such notice for the removal, such owner, lessee, occupant or agent, shall forfeit and pay a penalty of twenty-five dollars per day for each and every day, which shall elapse before any such structure, erection with of the shall elapse before any such structure, erection of the time allowed by such notice for the removal, such owner, lessee, occupant or agent, shall forfeit and pay a penalty of twenty-five dollars per day for each and every day, which shall elapse before any suc

penalty be recovered for using horses, or discharging stones or similar cargo, upon wharf property not owned by the Corporation, it shall be paid to the owner thereof. No. 8—No sand shall be discharged from any vessel unless canvas or similar material be extended from the vessel's side to the bulkhead or wharf structure at which such vessel is being unladened, to prevent the falling of the sand into the water, and if the surface of any such wharf structure is not sufficiently tight to prevent the sand dumped thereon from going through into the water, then no sand shall be discharged thereon from any vessel, unless canvas or similar material be first laid thereon to receive the sand, under a penalty of twenty-five dollars for each offense, to be recovered from the owner, consignee, master or stevedore of any such vessel, severally and respectively; and if such penalty be recovered on account of sand discharged upon wharf property belonging to the Corporation, under lease, it shall be paid to the lessee thereof, but if such penalty be recovered on account of sand discharged upon wharf property not owned by the Corporation, it shall be paid to the owner thereof.

No. 9—The owners, lessees and occupants of every

the lessee thereof, but if such penalty be recovered on account of sand discharged upon wharf property not owned by the Corporation, it shall be paid to the owner thereof.

No. 9—The owners, lessees and occupants of every pier, wharf and bulkhead in the City of New York shall keep the same in good repair, and the slips adjacent thereto properly dredged; and whenever, in the judgment of the Board, it shall be necessary so to do, written notices, signed by the President or Secretary of said Board, shall be served upon the owners, lessees or occupants, or collector of wharfage of any such pier, wharf or bulkhead, or the slip adjoining the same, on or in which repairs or dredging are required by said Board, specifying the nature and extent of the repairs or dredging so required, and the time within which such repairs must be made, or such dredging done; and in case the owners, lessees or occupants so nothed, fail to comply with the terms and requirements of such notice, they shall forfeit and pay a penalty of fifty dollars per day for every day which shall elapse before they comply with such notice.

No. 10—No ashes, refuse, offal, fruit, vegetables or any other substances, shall be thrown into the waters surrounding or adjacent to any pier or bulkhead, or any other part of the water-front of the city, under a penalty of twenty-five dollars for every such offense, to be recovered from the owner, lessee, or occupant, severally and respectively, of any pier, bulkhead, wharf structure, or other property, from which any such substance shall be thrown, or from the person actually throwing the same; or if any such substance be thrown from any vessel lying in waters within the jurisdiction of the Department, whether berthed or not, then such penalty to be recovered from the owner, consignee, or master of such vessel, severally and respectively.

No. 11—No snow or ice shall be dumped into the waters adjacent to the water-front of the city, except from the piers, bulkhead or other wharf property, from which any such sunder

ASSESSMENT COMMISSION.

THE COMMISSIONERS APPOINTED BY CHAPter 550 of the Laws of 1880, to revise, vacate, or
modify assessments for local improvements in the City of
New York, in pursuance of said act and the act amendatory thereof, give notice to all persons affected thereby
that the notices required by the said act must be filed
with the Comproller of said city and a duplicate thereof
with the Counsel to the Corporation, as follows:
As to all assessments for local improvements confirmed
before June 9, 1880, on or before November 1, 1882. As
to all assessments for local improvements completed before June 9, 1880, and since confirmed, on or before November 1, 1882. As to any assessment for local improvements known as Morningside avenues, within two months
after the dates upon which such assessments may be
respectively confirmed.

The notice must specify the particular assessment complained of, the date of the confirmation of the same, the
property affected thereby, and in a brief and concise
manner the objections thereto, showing, or tending to
show, that the assessment was unfair or unjust in respect to said real estate.

Dated. No. 27 CHAMBERS STREET, June 6, 1882.

spect to said real estate.
Dated, No. 27 CHAMBERS STREET, June 6, 1882.

EDWARD COOPER,
JOHN KELLY,
ALLAN CAMPBELL,
GEORGE H ANDREWS,
DANIEL LORD, Ir.,
Commissioners under the Act.

JAMES J. MARTIN, Clerk.

POLICE DEPARTMENT.

Police Department—City of New York,
PROPERTY CLERK'S OFFICE,
July 18, 1882.

WNERS WANTED BY THE PROPERTY
Clerk of the Police Department of the City of New
York, 300 Mulberry street, Room No. 39, for the following property now in his custody without claimants:
Boats, rope, iron, lead, tin, boots, shoes, blankets, dry
goods, male and female clothing, gold and silver watches,
jewelry, safe, furniture, revolvers, trunks and contents,
bags and contents; also, several anounts of money
taken from prisoners by Patrolmen of this Department.
C. A. ST. JOHN,
Property Clerk.

DEPARTMENT OF PUBLIC WORKS.

Department of Public Works, Commissioner's Office, Room 6, No. 31 Chambers Street, New York, August 1, 1882.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A SEALED BIDS OR ESTIMATES, INCLOSED IN A SEALED envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work, as in the advertisement, will be received at this office until Tuesday, August 15, 1882, at 12 o'clock M., at which hour and place they will be publicly opened by the head of the Department, and read, for the following:

No. 1. SEWER in Sixth avenue, cast side, between Fifty-third and Fifty-fourth streets.

No. 2. SEWER in Lexington avenue, between Eighty-fifth and Eighty-sixth streets.

No. 3. SEWERS in Twenty-fourth, Twenty-fifth and Twenty-sixth streets, between Eleventh and Thirteenth avenue, and in Thirteenth avenue, between Twenty-fourth and Twenty-sixth streets.

seventh streets, with alterations and improvements to existing sewers.

No. 4. SEWER in Seventieth street, between Avenue A and East river.

No. 5. SEWER in Seventieth street, between Eighth and Ninth avenues, trom end of present sewer west of Ninth avenue.

No. 6. SEWER in Seventy-first street, between Avenue A and East river.

No. 7. REGULATING, GRADING, SETTING Curb and Gutter-stones, and Flagging Sixty-second street, from Tenth to Eleventh avenue.

No. 7. REGULATING, GRADING, SETTING
Curb and Gutter-stones, and Flagging Sixtysecond street, from Tenth to Eleventh avenue.

No. 8. REGULATING AND GRADING One Hundred and Twenty-third street, from the west
curb of Avenue St. Nicholas to the east curb
of Ninth avenue, and Setting Curb-stones and
Flagging Sidewalks therein.

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

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

The consent last above mentioned must be accompanied
by the oath or affirmation, in writing, of each of the persons singing the same, that he is a householder or freebolder in the City of New York, and is worth the amount
of t

HUBERT O. THOMPSON, Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS, COMMISSIONER'S OFFICE, ROOM 6, No. 31 CHAMBERS STREET, NEW YORK, July 31, 1882.

TO CONTRACTORS AND BUILDERS.

BIDS OR ESTIMATES, INCLOSED IN A SEALED envelope, with the title of the work and the name of the bidder indorsed thereon, will be received at this office until Tuesday, August 15, 1882, at 12 o'clock M., at which hour and place they will be publicly opened by the head of the Department and read:

at which hour and place they will be publicly opened by the head of the Department and read:

FOR FURNISHING MATERIALS and performing work in fitting up offices of Commissioners of Taxes and Assessments, in second story o Staats-Zeitung building.

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

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

The consent last above mentioned must be accompanied by the oath or affirmation, in writing, of each of the person state are true.

the amount to be calculated upon the estimated amount of the work by which the bids are tested.

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

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

Blank forms of bid or estimate, the proper envelopes in which to inclose the same, the specifications and agreements, and any further information desired can be obtained at the office of the Superintendent of Repairs and Supplies, Room 15, No. 31 Chamb