

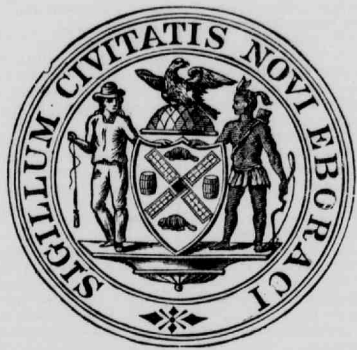
# THE CITY RECORD.

## OFFICIAL JOURNAL.

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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 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 opinion is based.

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 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 violent 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 (1 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 (1 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 (1 Cox's C. C., 177), per Alderson B.; Regina vs. Brown (1 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 country: Adams vs. Waggoner, 33 Ind., 531; Commonwealth vs. Collberg, 119 Mass., 350; see also Wharton's Criminal Law, sections, 372, 373 and 636.

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. Therefore 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 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 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 assembling 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, Manisty and 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 produce 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 proceedings."

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 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 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 Vaughan. Seven rounds were fought in fifteen minutes. Carlow won a fall in the second round, but after that Vaughan 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 Vaughan was declared the winner amid a tremendous uproar. The purse was for two hundred dollars, but a large sum of money changed hands in bets. Vaughan had the call in the betting. Neither man was badly hurt about the face, but each gave and received some terrific body blows. At the conclusion of the match there was tremendous excitement and the feeling between the partisans 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 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.

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 liable 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 indictment.

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, upon a proper complaint magistrates are empowered to issue warrants authorizing any officer 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 above-mentioned offenses, and empowers magistrates to require bonds from 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 within their jurisdiction, to make complaint 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.

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.

## 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. to 4 P. M.  
WILLIAM SAUER, President Board of Aldermen.  
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, Secretary.

### 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, Secretary.

### 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 LAIMEER, President; JOHN T. CUMING, Secretary.

### 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, Secretary.

### Office Bureau Collection of Arrears of Personal Taxes.

#### No.

DEPARTMENT OF STREET CLEANING.  
51 Chambers street, Rooms 10, 11 and 12, 9 A. M. to 4 P. M.  
JAMES S. COLEMAN, Commissioner; M. J. MORRISON, Chief Clerk.

### BOARD OF ASSESSORS.

Office, City Hall, Room No. 12½, 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.

### SHERIFF'S OFFICE.

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 P. 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. BEARDSLEY, 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 Blank 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-keeper.

### CORONERS' OFFICE.

Nos. 13 and 15 Chatham street.  
PHILIP MERZLE, 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 Hall.  
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.

### OVER 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 II, 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 York.

NOTICE IS HEREBY GIVEN THAT THE BILL of the costs, charges and expenses incurred by reason of the proceeding 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.

CHARLES H. HASWELL,  
WILLIAM H. WICKHAM,  
CLIFFORD A. H. BARTLETT,  
Commissioners.

### PUBLIC FOUND.

#### 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 CHARITIES AND CORRECTION.

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

### TO CONTRACTORS.

### PROPOSALS FOR FLOUR, GROCERIES, ETC.

#### SEALED BIDS OR ESTIMATES FOR FURNISHING

GROCERIES.  
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 grist (160 lbs. net each).  
50,000 pounds brown sugar.  
10,000 pounds granulated sugar.  
10,000 pounds coffee sugar.  
20 boxes corn starch.  
1 cask prunes.  
300 barrels American salt, 320 lbs. net each.  
4 tons white meal.

DRY GOODS.  
3,000 yards bleached muslin.  
200 bales bandage muslin.  
100 gross pantalon buckles.

LEATHER.  
200 sides sole leather.

STRAW.  
500 bales long bright rye straw, weight delivered 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 her 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 from, 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.

The award of the contract will be made as soon as practicable after 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 effect; and the person or persons to whom the contract may be 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 (50) per cent. of the estimated amount of the contract.

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 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. 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, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they shall 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 in each case to be calculated upon the estimated 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 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 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 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.

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 will be readvertised and relet as provided by law.

The quality of the articles, supplies, goods, wares, and merchandise must conform in every respect to the samples of the same respectively at the office of the said Department. Bidders are cautioned to examine the specifications for particulars of the articles, etc., required, before making their estimates.

Bidders will state the prices for each article, by which the bids will be tested.

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

Payment will be made by a requisition on the Comptroller, issued on the completion of the contract, or from time to time, as the Commissioners may determine.

Bidders are informed that no deviation from the specifications will be allowed, unless under a written instruction of the Commissioners of Public Charities and Correction.

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 from, 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.

The form of the agreement, including specifications, and showing the manner of payment, can be obtained 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.

### TO CONTRACTORS.

#### PROPOSALS FOR ESTIMATES.

#### 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 East 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 above-named 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.

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 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.

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 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. 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, on its being so awarded, become bound as his sureties for its faithful performance; 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 in each case to be calculated upon the estimated 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 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 himself 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, after the award is made, and prior to the signing of the contract.

Bidders will state the price for doing either of the works, by which the bids will be tested.

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

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 estimates, 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 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.

Payment will be made by a requisition on the Comptroller, issued in the manner specified in the contract.

Bidders are informed that no deviation from the specifications will be allowed, unless under the written instruction of the Commissioners of Public Charities and Correction.

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 25, 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 follows:

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 about 50 years; 5 feet 8 inches high; gray hair; sandy moustache; blue eyes; no clothing.

Unknown man, from 229 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 feet 9 inches high, dark brown hair, graying tinged brown moustache, imperial and chin whiskers, blue eyes, no clothing.

Unknown man, from foot of Jackson street, age about 45 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.

At Lunatic Asylum, Blackwell's Island—Mary Connors, alias Connelly; age 35 years; 5 feet 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 sacking.

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



G. F. BRITTON,  
Secretary.

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

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, on its being so awarded, become bound as his sureties for its faithful performance; 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 such contractor is entitled by the terms of the contract and the sum 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 in each case to be calculated upon the estimated

ing 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 is not indebted to himself as a surety in good faith, and with the intention to execute the bond required by law. The adequacy and sufficiency of this security offered is to be approved by the Comptroller of the City of New York before the award is made and a priority to the signing of the contract.

Division 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

ALLAN CAMPBELL,  
Comptroller.



