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THE CITY RECORD.

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JOHN PURROY MITCHEL, MAYOR.

FRANK L. POLK, CORPORATION COUNSEL. WILLIAM A. PRENDERGAST, COMPTROLLER.

DAVID FERGUSON, SUPERVISOR.

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BOARD OF ALDERMEN.

HEARING BY THE COMMITTEE ON BUILDINGS.

PUBLIC NOTICE IS HEREBY GIVEN that the Committee on Buildings of the Board of Aldermen will hold a second public hearing in the Aldermanic Chamber, City Hall, Borough of Manhattan, on Wednesday, April 1, 1914, at 2 o'clock p. m., on the following matter:

No. 256. An ordinance with respect to fences, signs, billboards, roof signs, sky signs, advertisements and other structures.

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

m27,a1 P. J. SCULLY, City Clerk and Clerk of the Board of Aldermen.

Board of Education.

Contracts Awarded March 20, 1914.

D. C. Heath & Co., 239 W. 39th st., City, for furnishing text-books; surety, Casualty Company of America. The Macmillan Company, 66 5th ave., City, for furnishing text-books; surety, Casualty Company of America. The Century Company, 33 E. 17th st., City, for furnishing text-books; surety, Casualty Company of America. Allyn & Bacon, 36 W. 37th st., City, for furnishing text-books; surety, National Surety Company. World Book Company, Yonkers, N. Y., for furnishing text-books; surety, National Surety Company. Chas. H. Rheder, 25 N. 8th ave., Whitestone, Long Island, for conveying pupils to and from public schools; surety, American Surety Company. Greenhut-Siegel Cooper Company, 6th ave. and 18th st., City, for furniture for new Public School 52, The Bronx, and for Bay Ridge High School, Brooklyn; surety, United States Guarantee Company. James E. Stiles, 5 Beekman st., City, for furniture for Bay Ridge High School, Brooklyn; surety, Casualty Company of America. T. A. Clarke Company, 26 Court st., Brooklyn, for general construction of new Public School 169, Brooklyn; sureties, American Surety Company and National Surety Company. Edward E. Stapleton, 256 Jamaica ave., Flushing, Long Island, for fire protection alterations at Public School 11, Queens; surety, Casualty Company of America.

C. L. Dooley, Inc., 257 Adelphi st., Brooklyn, for fire protection alterations at Public Schools 5, 6, 27 and 76, Queens; surety, Casualty Company of America. A. Pearson's Sons, 59 Myrtle ave., Brooklyn, for furniture for Bay Ridge High School, Brooklyn; surety Massachusetts Bonding & Insurance Company. Henry Holt & Co., 34 W. 33d st., City, for furnishing text-books; surety, American Surety Company. The A. S. Barnes Co., 381 4th ave., City, for furnishing text-books; surety, American Surety Company. Lyons & Carnahan, 1133 Broadway, City, for furnishing text-books; surety, American Surety Company. Parker P. Simmons Co., 3 E. 14th st., City, for furnishing text-books; surety, Fidelity & Deposit Company of Maryland. Harper & Bro., Franklin square, City, for furnishing text-books; surety, National Surety Company. The Baker & Taylor Company, 33 E. 17th st., City, for furnishing text-books; surety, United States Guarantee Company. Wm. R. Jenkins Company, 851 6th ave., City, for furnishing text-books; surety, United States Guarantee Company. Milton Bradley Company, 73 5th ave., City, for furnishing text-books; surety, United States Guarantee Company.

E. Steiger & Co., 49 Murray st., City, for furnishing text-books; surety, Casualty Company of America. Redfield Bros., Inc., 311 W. 43d st., City, for furnishing text-books; surety, Roval Indemnity Company. J. B. Lippincott Company, 227 S. 6th st., Philadelphia, Pa., for furnishing text-books; surety, Fidelity & Deposit Company of Maryland. The A. N. Palmer Company, 30 Irving place, City, for furnishing text-books; surety, Casualty Company of America. Charles E. Merrill Company, 432 4th ave., City, for furnishing text-books; surety, Casualty Company of America. Rand, McNally & Co., 42 E. 22d st., City, for furnishing text-books; surety, Fidelity & Casualty Company. Frank D. Beattys & Co., 395 Lafayette st., City, for furnishing text-books; surety, United States Fidelity & Guaranty Company. Louis Schmul, Linoleumville, Staten Island, for conveying pupils; surety, Fidelity & Casualty Company. The Atlas Shear Company, Bridgeport, Ct., for furnishing general supplies; surety, certified check deposited with Comptroller. A. E. PALMER, Secretary.

Board of Health.

Abstract of the minutes of March 17, 1914:

The Board met pursuant to notice. Present—Commissioner of Health, Health Officer of the Port and the First Deputy Police Commissioner.

The Finance Committee presented various bills which had been audited by the Chief Clerk, which were approved and ordered forwarded to the Comptroller for payment:

Actions Ordered Discontinued.

546 Henry Siff.
547 Flora Bassinetti.
548 Goodrich Truman Smith.
549 Maria Cardone.
550 Charles Van Wert.
551 Bert Munday.
554 Patrick E. Stafford.
555 Lorenzo Cione.
565 Charles J. Coyle.
566 Charles J. Coyle.
568 Morris Zucker.
569 S. J. Goldfarb.
570 Simon Ehrlich.
574 Maria Torregrossa.
575 Joseph B. Weighart.
578 Meyer J. Katz.
579 William A. Shufelt.
576 Johanna Radomska.
529 George Krupp.
556 Samuel Weitzner.
557 Jacob Wisansky.
558 Louis Drosin.
560 J. H. Singer.
562 Chalmers Sangree.
577 Louis Drosin.
582 J. Stanley Kenney.
583 Moses J. Mandelbaum.
2972 Agnes Birmingham.

Premises Declared Public Nuisances.

431 Humboldt st., Brooklyn.
429 to 433 Keap st., Brooklyn.
561 Metropolitan ave., Brooklyn.
1417 Pitkin ave., Brooklyn.
Southwest corner 86th st. and Sea Beach Railroad, Brooklyn.
14 Metcalf st., Stapleton, S. I.
1110 New York ave., Rosebank, S. I.
1185 New York ave., Rosebank, S. I.
78 St. Mary's ave., Rosebank, S. I.

Premises Ordered Vacated.

429 to 433 Keap st., Brooklyn.
182 Meserole st., Brooklyn.
103 Union ave., Brooklyn.
832 Union st., Brooklyn.
203 S. 4th st., Brooklyn.

Orders for vacation against certain premises were rescinded, the cause for same having been removed.

Miscellaneous applications for permits were granted.

Miscellaneous applications for permits were denied.

Various permits granted by the Board were revoked.

Extensions of time in which to comply with provisions of orders issued against certain premises were granted, and certain applications for relief from and extensions of orders were denied.

The wetekly report of the Bureau of Records was received.

The Registrar of Records was directed to record corrected certificates of vital certificates relating to various persons.

Leaves of absence on account of sickness and for various reasons were granted to several employees in each Borough.

The contract for furnishing all the labor and materials necessary or required to erect and complete with all necessary alterations and other work incidental thereto, the heating work in one brick kitchen building to be erected at Kingston Avenue Hospital, Borough of Brooklyn, City of New York, was awarded to John Hankin & Brother, of 550 W. 25th st., Borough of Manhattan, for the sum of $2,887, they being the lowest bidders.

The contract for furnishing all the labor and materials necessary or required to erect and complete with all necessary alterations and other work incidental thereto, the plumbing work in one brick kitchen building to be erected at Kingston Avenue Hospital, Borough of Brooklyn, City of New York, was awarded to P. F. Kenny Company, of No. 33 Old Broadway, Borough of Manhattan, for the sum of $5,487, they being the lowest bidders.

The contract for furnishing all the labor and materials neecssary or required to erect and complete with all necessary alteration and other work incidental thereto, excepting plumbing and heating, one brick kitchen building, to be erected at Kingston Avenue Hospital, Borough of Broklyn, City of New York, was awarded to P. F. Kenny Company, of No. 33 Old Broadway, Borough of Manhattan, for the sum of $59,987, they being the lowest bidders.

Section 137 of the Sanitary Code was amended.

Salary Fixed—Abraham Zingher, M.D., Bacteriologist, Bureau of Laboratories (research), Manhattan, salary $1,500 per annum, from February 1, 1914.

Promotions—Margaret Murphy, Stenographer and Typewriter, Bureau of Records, salary $900 per annum, from March 1, 1914; Amanda Thatcher, Hospital Clerk, Bureau of Infectious Diseases, Queens, salary $750 per annum, from March 1, 1914; Edward J. Ryan, Hospital Clerk, Bureau of Infectious Diseases, Manhattan, salary $750 per annum, from March 1, 1914; Albert Solomon, Clerk, Bureau of Food Inspection, Manhattan, salary $480 per annum, from March 1, 1914; Jacob Seckler, Clerk, office of the Commissioner, salary $480 per annum, from March 1, 1914.

Appointments (Paragraph 4, Rule 12)—Frank S. Fielder, M.D., 1 W. 81st st., Manhattan, Assistant Director Research Laboratory, salary $2,100 per annum, from February 1, 1914; May C. Schroeder, M.D., 225 W. 14th st., Manhattan, Assistant Director Vaccine Laboratory, salary $1,800 per annum, from February 1, 1914; Eugenie L. Valentine, M.D., New Rochelle, N. Y., Bacteriologist, salary $1,200 per annum, from February 1, 1914; Gertrude Helen Smith, 1517 Eastchester road, The Bronx, Nurse, salary $900 per annum, from March 18, 1914; Edith M. Brown, 186 Amity st., Brooklyn, Nurse, salary $900 per annum, from March 10, 1914; Bernice Marks, 4 E. 94th st., Manhattan, Laboratory Assistant, salary $600 per annum, from February 1, 1914; Mrs. Anna Levy, 152 E. 111th st., Manhattan, Stenographer and Typewriter, salary $600 per annum, from March 12, 1914; Isabelle Euell, 506 W. 179th st., Manhattan, Stenographer and Typewriter, salary $600 per annum, from March 4, 1914.

Appointments (Paragraph 3, Rule 12)—Georgia M. Cooper, 327 E. 17th st., Manhattan, salary $900 per annum, from March 9, 1914, Laboratory Assistant; Marian S. Taylor, 618 South Broadway, Yonkers, N. Y., Laboratory Assistant, salary $900 per annum, from March 9, 1914.

Appointments—James T. McDermott, 153 Oakland st., Brooklyn, Sanitary Inspector, salary $1,200 per annum, from March 12, 1914; Harriet M. Harris, 719 Prospect ave., The Bronx, Typewriting Copyist, salary $600 per annum, from March 12, 1914; Agnes Waters, 753 Tinton ave., The Bronx, Cleaner, salary $360 per annum, from March 9, 1914.

Transferred to Office of the President of the Borough of Queens—Margaret L. Moore, Stenographer and Typewriter, salary $900 per annum, from March 10, 1914.

Services Dispensed With (Paragraph 3, Rule 12)—Ellen S. Rooney, Bureau of Infectious Diseases, Manhattan, from March 16, 1914; Bertha Tillotson, Nurse, Bureau of Infectious Diseases, Richmond, from March 16, 1914.

Resignations—Ruth Levy, Typewriting Copyist, Bureau of Food Inspection, Manhattan, from March 3, 1914; Arthur A. Rogers, Sanitary Inspector, Sanitary Bureau, The Bronx, from February 28, 1914; G. H. Bentz, M.D., Medical Inspector, Bureau of Child Hygiene, Brooklyn, from March 16, 1914; W. H. Boese, M.D., Attending Physician to the Tuberculosis Clinics, Bureau of Infectious Diseases, Manhattan, from February 28, 1914; Carl W. Walser, M.D., Attending Physician to the Tuberculosis Clinics, Bureau of Infectious Diseases, Richmond, from March 1, 1914; Cornelius J. Tyson, M.D., Attending Physician to the Tuberculosis Clinics, Bureau of Infectious Diseases, Manhattan, from March 5, 1914; Frank E. A. Stoney, M.D., Attending Physician to the Tuberculosis Clinics, Bureau of Infectious Diseases, Brooklyn, from December 31, 1913; Louis Theo. Fricke, M.D., Attending Physician to the Tuberculosis Clinics, Bureau of Infectious Diseases, Brooklyn, from January 1, 1914; Nath. B. Breed, M.D., Medical Inspector, Bureau of Infectious Diseases, Queens, from March 21, 1914; Margaret M. Malloy, Nurse, Bureau of Infectious Diseases, Manhattan, from April 1, 1914; Sophia A. Brundage, Nurse, Bureau of Infectious Diseases, Manhattan, from March 1, 1914; Margaret C. Cooper, Helper, Bureau of Laboratories (research), Manhattan, from February 28, 1914; Dora Sutherland, Helper, Bureau of Laboratories (research), Manhatan, from January 31, 1914.

EUGENE W. SCHEFFER, Secretary.

BOARD OF ESTIMATE AND APPORTIONMENT.

BOARD OF ESTIMATE AND APPORTIONMENT.

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 16, City Hall, Friday, March 6, 1914.

The Board met in pursuance of an adjournment.

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

The Mayor, Hon. John Purroy Mitchel, presided.

PUBLIC IMPROVEMENT MATTERS.

Present Condition of Street Improvement Fund (Cal. No. 1).

(At the meetings of the Board on February 20 and 27, 1914, this matter was laid over for one week.)

On motion of the Comptroller, the matter was again laid over for one week (March 13, 1914).

Petition for the Exclusion of Toledo Avenue, Between Corona Avenue and the Long Island Railroad Tracks, from the Proceeding for Acquiring Title to Toledo Avenue, Between South Railroad Avenue and Queens Boulevard, and to Four Other Streets, Borough of Queens (Cal. No. 2).

(At the meeting of the Board on June 26, 1913, a request from the same petitioners for the exclusion of the portion of Toledo avenue, from Corona avenue to South Railroad avenue, was referred to the President of the Borough of Queens.)

The Secretary presented a communication from the Cord Meyer Company, petitioning for the exclusion of Toledo avenue, between Corona avenue and the Long Island Railroad tracks as now laid out, from the proceeding authorized by the Board on May 4, 1911, for acquiring title to Toledo avenue, between South Railroad avenue and Queens boulevard, and to four other streets in the Borough of Queens; and agreeing to pay the cost of any proceedings on the section so discontinued.

Captain C. Marsden appeared and requested that the petition be denied.

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

Construction of a Sewer in Avenue Q, Between West 7th Street and West 8th Street, and of a Sewer in Avenue U, Between the Same Limits, Borough of Brooklyn (Cal. No. 3).

The Secretary presented the following communications from the President of the Borough of Brooklyn and report of the Chief Engineer:

The City of New York, Office of the President of the Borough of Brooklyn, Brooklyn, February 6, 1914.

The Honorable the Board of Estimate and Apportionment, New York:

Gentlemen—Under a contract with the New York Municipal Railway Corporation, the McNulty Company is constructing the Sea Beach line of the proposed dual system of rapid transit in this City. At several places where the line crosses streets it will be necessary in the somewhat near future to construct sewers. If the portions under the railroad construction are postponed until the railroad work is completed, it will involve much greater expense, as the sewers will be built considerably below the water level and under the railroad structure, so that the construction will be difficult and expensive. The particular locations where the above conditions exist are at Avenue U and at Avenue Q.

The estimated cost of building the sewers at each of these locations is:

Avenue U, Between West 7th and West 8th Streets—	
100 linear feet of 102-inch storm sewer, at $57	$5,700 00
100 linear feet of 30-inch sanitary sewer, at $35	3,500 00
Engineering and inspection	800 00
Total	$10,000 00
Avenue Q, Between West 7th and West 8th Streets—	
120 linear feet of 42-inch cast-iron pipe siphon, at $27.50	$3,300 00
4 manholes, at $75	300 00
Engineering and inspection	400 00
Total	$4,000 00

The foregoing work, when completed, will form a part of the regular sewer plan, and should be paid for by the property benefited in the drainage district. It is doubtful if it will be practicable to assess these small amounts over the entire drainage district if the work is performed at the present time. It does seem, however, that it would be a business proposition to have the sewer construction carried out previous to the railroad work, even if the assessment cannot be laid now. I would suggest, therefore, that the Board of Estimate and Apportionment authorize the construction of the work above described, the work to be paid for out of the Street Improvement Fund and the cost assessed against the drainage district when the remainder of the sewers are completed. Yours very truly,

L. H. POUNDS, President, Borough of Brooklyn.

The City of New York, Office of the President of the Borough of Brooklyn, Brooklyn, March 3, 1913.

The Honorable the Board of Estimate and Apportionment:

Gentlemen—The Municipal Railway Corporation, in connection with the dual subway work, is constructing the Sea Beach line to Coney Island, between West 7th and West 8th streets. The sewer plan for this locality requires the construction of a sewer in Avenue Q, between West 7th and West 8th streets, and in Avenue U, between the same streets. The railroad construction is in open cut, and on each of these avenues there will be a highway bridge over the railroad tracks, which will require several piers for foundations on the railroad right of way. The ground water is so near the surface in this locality that the sewers themselves will be laid several feet below this water level, which will necessitate a great deal of pumping, and which is, therefore, liable to endanger the piers above referred to if the sewer work is not completed previous to the construction of the railroad work. The cost of construction in both avenues would accordingly be very much increased if the sewer work were postponed until after the railroad construction were completed.

The importance of having this work done immediately is so great that it is not deemed advisable to have the work authorized by the Local Board having jurisdiction, but to have it authorized at once by the Board of Estimate and Apportionment.

The cost of constructing sewer in Avenue Q, between West 7th and West 8th streets, is $4,000, and the assessed valuation is $472,000.

The cost of constructing sewer in Avenue U, between West 7th and West 8th streets, is $10,000, and the assessed valuation is $5,437,600.

I would ask, therefore, that this work be authorized as soon as possible, it being understood that it will be paid for by special assessment. Yours very truly,

L. H. POUNDS, President, Borough of Brooklyn.

Report No. 13602. March 4, 1914.

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

Sir—The accompanying communication from the President of the Borough of Brooklyn, dated February 6, calls attention to the fact that the New York Municipal Railway Corporation is constructing the Sea Beach Line of the proposed dual rapid transit system, and that at several places where the line crosses streets it will be necessary in the near future to construct sewers, and that if the building of that portion of the sewers under the railroad is postponed, much greater expense will be involved owing to the fact that the sewers will be considerably below the water level and under the railroad structure. The two streets referred to are Avenue U between West 7th street and West 8th street, and Avenue Q between West 7th street and West 8th street. The Borough President suggested that the Board of Estimate and Apportionment authorize the construction of these sewers, the cost to be paid out of the Street Improvement Fund and assessed against the drainage district when the remainder of the sewers are completed.

The President of the Borough evidently assumed that the Board would authorize the building of these sewers as an assessable improvement without resolutions of the Local Board, and his attention having been called to the fact that there should be a more specific statement as to the urgency for doing this work without waiting for a Local Board resolution, he has, under date of March 3, submitted a further communication, in which he says:

"The railroad construction is in open cut, and on each side of these avenues there will be a highway bridge over the railroad tracks which will require several piers for foundations on the railroad right-of-way. The ground water is so near the surface in this locality that the sewers themselves will be laid several feet below this water level, which will necessitate a great deal of pumping, and which is, therefore, liable to endanger the piers above referred to if the sewer work is not completed previous to the construction of the railroad work. The cost of construction in both avenues would accordingly be very much increased if the sewer work were postponed until after the railroad construction were completed. The importance of having this work done immediately is so great that it does not seem feasible to have the work authorized by the Local Board having jurisdiction, but to have it authorized at once by the Board of Estimate and Apportionment."

The Board has on several occasions authorized assessment work under emergency conditions, but it has in such cases given a public hearing in lieu of the hearing which would have been given by the Local Board had the improvement been initiated in the ordinary manner. The desirability of constructing the sewers at the present time has been discussed with the Borough officials, and I am convinced that it would be a mistake to defer the building of the sewers until after the railroad improvement has been carried out, as to do so would entail special difficulties and much greater expense in construction. If the building of the sewers on these two short blocks is authorized at the present time, the assessment need not be laid until the remainder of the sewer is built, and it can then be included in the cost of the rest of the sewer.

The Borough authorities say that satisfactory evidences of the dedication of these streets can undoubtedly be furnished before final action by the Board.

The estimated cost of the sewer in Avenue U is $10,000, and the assessed value of the property to be benefited is $5,437,600. The estimated cost of the sewer in Avenue Q is $4,000, and the assessed value of the property to be benefited is $472,000.

It is recommended that the Board fix a date for a public hearing on both of these proposed improvements, and that after such hearing the preliminary authorization be given. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The Board of Estimate and Apportionment of The City of New York is considering the advisability of initiating proceedings for the construction of sewers in Avenue U, between West 7th street and West 8th street, and Avenue Q, between West 7th street and West 8th street, in the Borough of Brooklyn; and

Whereas, The estimated cost of the said proposed sewer in Avenue U is $10,000 and the assessed value of the property to be benefited thereby is $5,437,600; and

Whereas, The estimated cost of the said proposed sewer in Avenue Q is $4,000, and the assessed value of the property to be benefited thereby is $472,000; and

Whereas, The entire cost and expense of the construction of said sewers is to be assessed upon the property deemed to be benefited thereby, be it

Resolved, That the Board of Estimate and Apportionment will hold a public hearing in Room 16, City Hall, Borough of Manhattan, on Friday, March 27, 1914, at 10.30 o'clock a. m., at which all persons interested will be afforded an opportunity to be heard upon the proposed action.

Resolved, That the Secretary of the Board cause these resolutions and a notice to all persons affected thereby to be published in the CITY RECORD and the corporation newspapers for ten days continuously, Sundays and legal holidays excepted, prior to the 27th day of March, 1914.

Which was adopted by the following vote:

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

Installing a Sewerage System in the Forest Park Section of the Borough of Queens (Cal. No. 4).

The Secretary presented a communication from the Forest Park Taxpayers' Association, calling attention to the urgent need of sewers in this section and requesting that the work of installing a sewerage system be progressed as rapidly as possible.

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

Reconstruction of Building on Broadway and 22nd Street, Borough of Queens, Necessitated by Change of Street Grade Due to the Elimination of Grade Crossings on the Long Island Railroad (Cal. No. 5).

The Secretary presented a communication from the Corporation Counsel, advising the Board that he has received a communication from the Public Service Commission relative to the reconstruction of the building of the Realty Company of Broadway station on Broadway and 22d street, Borough of Queens, necessitated by change of grade due to the elimination of grade crossings on the Long Island Railroad.

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

Certificate of Performance of Work of Eliminating Grade Crossing of the Staten Island Railway Company at Amboy Road, Huguenot, Borough of Richmond (Cal. No. 6).

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

Report No. 13568. March 3, 1914.

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

Sir—At the meeting of the Board of Estimate and Apportionment held on February 20, 1914, a communication from the Secretary of the Public Service Commission transmitting certified copy of a resolution adopted by the Commission on February 6, 1914, certifying to the performance of the work of eliminating the grade crossing of the Staten Island Railway Company at Amboy road, Huguenot, and apportioning the cost of the same between the Railroad Company, the State and the City, was referred to the Chief Engineer of the Board.

This is the first final accounting of any grade crossing elimination within the City limits carried out under the jurisdiction of the Public Service Commission involving a distribution of expense between the Company, the State and the City. The Chief Engineer of the Board has attended the various hearings given by the Public Service Commission in this matter, and numerous conferences between representatives of the Commission, the Railroad Company and the Borough both with respect to the plans and the accounting upon the completion of the work. Every item of cost has been subjected to careful scrutiny, and all items representing railroad betterments were excluded. The City was also credited with the expenses incurred in the supervision of the work aside from what might properly have been considered administrative charges. The part of the expense finally apportioned to the City was considerably less than indicated by the accounting first submitted by the Railroad Company, and I am convinced that the final division is entirely equitable. The Public Service Commission, however, has entire control over this matter, and its order appears to be final.

The total cost of the work was $92,117.02, of which the sum of $19,678.61 was deemed to have been expended in railroad betterment, and the difference between these two sums, or $72,438.41, has been divided between the Railroad Company, the State and the City, the former paying one-half and the two latter one-quarter each. The City, however, has been credited with disbursements amounting to $3,592.11, and the balance of one-quarter of the cost, exclusive of betterments, namely $14,517.49, is the amount imposed upon The City of New York, this including interest to February 1, 1914.

Section 97 of the Railroad Law provides that in the carrying out of the work of grade crossing elimination the municipality may, to meet its share of the expense, "borrow such money on the notes or certificates of such municipality and include the amount of outstanding notes or certificates, or any part thereof, in its annual tax levy for municipal purposes," or it may, in the discretion of the Common Council, in the case of a city, "borrow the same, or any part thereof, on the credit of the municipality and issue bonds therefor, which bonds * * * shall be in such form and for such sums, and be payable at such times and places, with interest not exceeding four per centum per annum, as the common council * * * shall direct."

It would seem, therefore, that the sum required to meet the City's share of the cost of the elimination of this grade crossing, together with interest from February 1,

1914, may be raised by the issue of special revenue bonds, and included in the next annual tax levy, or by an issue of corporate stock.

The work has been satisfactorily done, and the obligation of the City to pay the part of the cost apportioned to it by the Public Service Commission seems unquestionable. It remains for the Board to determine the manner in which the funds for this purpose shall be raised.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The Public Service Commission for the First District, pursuant to a resolution adopted by the Commission on February 6th, 1914, has issued a certificate, dated February 6, 1914, of performance of the work of eliminating the grade crossing of the Staten Island Railway Company over Amboy road, at Huguenot, Borough of Richmond, and determined therein that the balance due on such work to the Staten Island Railway Company from The City of New York is the sum of $14,517.49, including interest to February 1, 1914, be it

Resolved, That the Board of Estimate and Apportionment hereby accepts the said certificate, and authorizes the Comptroller to pay said sum of $14,517.49 to the said Staten Island Railway Company from the proceeds of special revenue bonds of The City of New York authorized by subdivision 7, section 188, of the Greater New York Charter.

Which was adopted by the following vote:

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

Regulating the Height, Size and Arrangement of Buildings in the City (Cal. No. 7).

The Secretary presented a communication from Assistant Corporation Counsel Edward J. McGoldrick, acknowledging the receipt of a copy of the resolution adopted by the Board on February 27, 1914, accepting as a City measure the act, now in the Legislature, adding sections 242a and 242b to the charter, this act relating to the heights of buildings.

On motion, the communication was placed on file.

Playground in Section Between 131st Street and 133d Street and Between Old Broadway and Broadway, Borough of Manhattan (Cal. No. 8).

The Secretary presented a communication from the President of the Harlem Property Owners' Association, containing a resolution adopted by that organization on February 26, 1914, opposing the taking for playground purposes of the property between 131st street and 133d street and between Old Broadway and Broadway.

On motion, the communication was placed on file.

FRANCHISE MATTERS.

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

The public hearing was opened on the form of contract modifying contract dated July 10, 1912, granting the Manhattan Bridge Three Cent Line a franchise by substituting a new route on Fulton street, Ashland place and Lafayette avenue, Borough of Brooklyn, for a portion of the existing route on Rockwell place, Flatbush, 4th and Atlantic avenues.

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

An affidavit of publication of the notice of continued hearing was received from the CITY RECORD. No one appeared in opposition or in favor.

On November 20, 1913, this matter was referred to the Franchise Committee of the Board, and in the absence of a report from it the hearing was continued until the meeting of March 20, 1914.

Loomis Cold Storage Company (Cal. No. 2).

A communication was received from the Mayor's office, stating his Honor the Mayor had designated the "World" and the "Globe" as the two daily newspapers in which the form of contract and notice of hearing thereon for the grant of a franchise to the Loomis Cold Storage Company should be published prior to the hearing fixed for this day.

The public hearing was opened on the form of contract for the grant of a franchise to the Loomis Cold Storage Company to construct, maintain and operate pipes and the necessary appliances for the purpose of distributing refrigeration within the district bounded by Greenwich street, the marginal way, Murray and Fulton streets, Borough of Manhattan.

The hearing was fixed for this day by resolution adopted January 23, 1914.

Affidavits of publication were received from The World, The Globe and the CITY RECORD. No one appeared in opposition to or in favor of the proposed grant and the Chair declared the hearing closed.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Loomis Cold Storage Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all the terms and conditions, including the provisions as to rates and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

This contract, made this day of 19 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City, hereinafter called the Board), and the Loomis Cold Storage Company (hereinafter called the Company) party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hertto do hereby covenant and agree, as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate certain pipes or conduits with the necessary branches and extensions therefrom, leading directly into private property, for the sole purpose of supplying refrigeration to consumers, provided that no pipe or conduit be of a greater outside diameter than twelve (12) inches, including insulation or other covering; the same to be constructed and operated only beneath the surface of such of the streets, avenues and highways situate within the Borough of Manhattan, City of New York, as are included within the districts bounded and described as follows:

District Number 1.

Bounded on the north by the centre line of Park Place, on the west by the westerly line of West Street, on the south by the centre line of Vesey Street, and on the east by the centre line of Washington street.

Provided, however, that upon written application to the Board by the Company, the Board may, by resolution, extend the lines of District Number 1 hereinabove described to all or any part of a district bounded and described as follows:

District Number 2.

Bounded on the north by the centre line of Murray street, on the west by the westerly line of West Street, on the south by the centre line of Fulton street, and on the east by the centre line of Greenwich street.

Both of which districts being more particularly shown—District Number 1 by full red lines, and District Number 2 by dashed red lines—on a map entitled

"Map showing districts applied for by the Loomis Cold Storage Company to accompany petition dated December 10, 1913, to the Board of Estimate and Apportionment, City of New York."

—signed by Edward N. Loomis, President, a copy of which is hereto annexed and made a part of this contract.

Should District Number 1 be extended as hereinbefore provided then the terms and conditions of this contract shall apply to such extended district.

Sec. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The said right to construct, maintain and operate said pipes and conduits shall be held and enjoyed by the Company for the term of fifteen (15) years from January 1, 1914, with the privilege of renewal of said contract for the further period of ten (10) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding ten (10) years shall be reasonable and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuation so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall in any event be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

Second—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within one (1) month after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

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

During the second term of five years, an annual sum which shall in no case be less than three hundred and fifty dollars ($350), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three hundred and fifty dollars ($350).

During the third term of five years, an annual sum which shall in no case be less than five hundred dollars ($500), and which shall be equal to three (3) per cent. of its gross annual receipts if such percentage shall exceed the sum of five hundred dollars ($500).

The gross annual receipts mentioned above shall be the total receipts from all business of furnishing refrigeration to consumers.

(c) An annual payment of twenty-five cents ($0.25) for each linear foot of pipe (where separately constructed) or conduit constructed within the limits of any street, avenue or highway, excepting, however, such pipes or conduits as are constructed within the vault space or vault spaces of any building or buildings used or occupied exclusively by the Company for the purpose of its business.

An annual payment of two dollars ($2) for each manhole constructed within the limits of any street, avenue or highway.

The annual charges shall commence from January 1, 1914.

All annual charges as above shall be paid into the Treasury of the City on February 1 of each year and shall be for the amount due to December 31 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and December 31 following shall bear to the whole of one year.

Whenever the percentage required to be paid shall exceed the minimum amount as above, then such sum over and above such minimum shall be paid on or before February 1 in each year for the year ending December 31 next preceding.

(d) Before any rights hereby conferred are exercised by the Company and within one (1) month from the date on which this contract is signed by the Mayor, the Company shall pay to the City the sum of five hundred dollars ($500); said amount being due the City by reason of the unauthorized occupation of the streets by the Company or its predecessors.

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

Third—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other company providing for payments for refrigerating rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the streets and avenues mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all conditions of this contract, and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fourth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any individual, firm or other corporation a similar right or privilege upon the same or other terms and conditions, over the same streets and avenues, or within the districts hereinbefore described.

Fifth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Sixth—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the pipes, conduits and appurtenances of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its pipes, conduits and appurtenances constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Seventh—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is hereby authorized to operate.

Eighth—All construction which shall be made under this grant shall be done in a manner solely upon the terms and conditions hereafter to be imposed by the President

of the Borough of Manhattan and the Commissioner of Water Supply, Gas and Electricity, or their respective successors in authority. The said Company shall submit a working plan of construction to the said President and to the said Commissioner, which shall include and show in detail the method of construction of said pipes or conduits, connections, manholes and other appurtenances, and the mode of protection of all subsurface construction under the streets and avenues in which the Company is hereby authorized to operate.

Ninth—Any alteration to the sewerage or drainage system, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the pipes or conduits of the Company, shall be made at the sale cost of the Company, and in such manner as the proper City officials may prescribe.

Tenth—It is agreed that the right hereby granted shall not be in preference or in hindrance to public work of the City, and should the said pipes or conduits in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the pipes, conduits and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

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

Twelfth—The Company shall bear the expense of inspection which may be required by the President of the Borough of Manhattan and the Commissioner of Water Supply, Gas and Electricity, and of all work of construction.

Thirteenth—The Company shall cause a test to be made of the pipes hereby authorized whether laid within conduits or separately whenever required by and under the supervision of the Commissioner of Water Supply, Gas and Electricity. The conditions of such a test shall be as follows:

(a) If the test be made in the foundry where the pipes are manufactured, such pipes shall be subjected to a pressure of three hundred (300) pounds per square inch.

(b) If the test be made in the field, of pipes in use or ready for use, such pipes shall be subjected to a pressure of two hundred (200) pounds per square inch.

A certificate showing that such a test has been made without injury to the pipes shall be executed by an officer of the Company, and indorsed by the Commissioner of Water Supply, Gas and Electricity, and filed with the Board.

Fourteenth—The Company shall not charge consumers more than the following rates:

(a) Consumers making monthly contracts:

Four (4) cents per month per cubic foot for boxes of not over 500 cubic feet.

Two (2) cents per month per cubic foot for boxes of over 500 cubic feet, but less than 1,500 cubic feet.

One (1) cent per month per cubic foot for boxes of 1,500 cubic feet and over.

(b) Consumers making yearly contracts:

Fifteen (15) cents per year per cubic foot of box.

These rates shall not apply to boxes located above the first floor of any building, nor to boxes located within the Washington Market. Should District No. 1 be extended to include Washington Market, the Company shall furnish refrigeration to consumers located within the market at reasonable rates to be fixed by the Board.

During the term of this contract the Board shall have absolute power to regulate the maximum rates, provided that such rates shall be reasonable and fair.

Fifteenth—The Company, upon the application for refrigeration of any person, firm or corporation whose premises are located within District Number 1, or if such district be extended as hereinbefore provided, then within such extended district, shall extend its pipes or conduits to such premises and furnish to said applicant refrigeration at the rates herein prescribed or at such rates as may be hereafter fixed by the Board as herein provided. The Company shall not be required, however, to furnish refrigeration to applicants whose premises are located above the first floor of any building.

Sixteenth—A correct map shall be furnished to the Board by the Company on the first day of February, 1915, showing the exact location of all pipes, conduits and manholes constructed, with reference to the street lines, the curb lines and the street surface, together with a statement of the total length of such pipes and conduits. On the same date of each succeeding year, during the term of this contract, a supplementary map shall be furnished the Board showing all pipes and conduits laid during the preceding year.

Seventeenth—The pipes and conduits hereby authorized shall be used only by the Loomis Cold Storage Company, and for no other purpose than supplying refrigeration.

Eighteenth—The Company shall submit a report to the Board not later than February 1, in each year, for the year ending December 31 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued; for cash; for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. Number of feet of pipe and conduit now laid.
12. The total amount expended for same.
13. Amount, kind and capacity of machinery now in use and required for operation.
14. The total amount expended for same.
15. Quantity of refrigeration produced during the year and the average price received for same.
16. Quantity used in Company's own warehouses.
17. Quantity furnished to outside consumers.
18. Number and location of warehouses occupied by the Company, exclusively or in part, and the extent of such occupation by the Company.
19. Number of outside consumers supplied.
20. Amounts paid by Company for damages to persons or property on account of construction and operation.
21. Total expenses of operation, including salaries.

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

Nineteenth—The Company shall at all times keep accurate books of account of the gross earnings from the privileges granted under this contract, and on or before February 1 in each year shall make a verified report to the Comptroller of The City of New York of the business done by the Company for the year ending December 31 next preceding, as he may prescribe. Such report shall contain the number of feet of pipe and conduit laid and the number of manholes constructed during the year, and also a statement of the gross receipts from all business of furnishing refrigeration to consumers, together with such other information and in such detail as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twentieth—In case of any violation or breach or failure to comply with any of the provisions herein contained or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel on notice of ten days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the pipes and conduits constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Twenty-first—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its pipes, conduits and appurtenances as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of fifty dollars ($50) as fixed or liquidated damages, or the Board in case such pipes, conduits or appurtenances which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-second—The Company shall assume all liability to persons or property by reason of the construction or operation of the pipes or conduits authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts of default of the Company.

Twenty-third—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of one thousand dollars ($1,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board, acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract, or its neglect or refusal to comply with any notice or direction of the Board, or other municipal officials, given or made pursuant to the terms of the contract, or under the authority of any laws or ordinances now or hereafter in force in such case and in any of these events, the Company shall pay to the City a penalty of one hundred dollars ($100) for each violation, which sums may be deducted from said fund.

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

The Board, on complaint made, shall give notice to the Company, directing its President or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice in writing, pay to the City a sum sufficient to restore said security fund to the original amount of one thousand dollars ($1,000), and in default thereof this contract shall be canceled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or rights under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-fourth—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Twenty-fifth—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement," included in the districts hereinabove described, and under the surface of, or in which authority is hereby given to the Company to construct or maintain its pipes or conduits.

Twenty-sixth—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned shall be transferred by law to any other Board, authority, officer or officers, then and in such case such other Board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

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

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

THE CITY OF NEW YORK,

[CORPORATE SEAL.] By ....., Mayor.

Attest: ....., City Clerk.

LOOMIS COLD STORAGE COMPANY,

[SEAL.] By ....., President.

Attest: ....., Secretary.

(Here add acknowledgments.)

Which was adopted by the following vote:

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

Third Avenue Railway Company (Cal. No. 3).

The public hearing was opened on the petition of the Third Avenue Railway Company for the right to continue the use of a double track street surface railway on Amsterdam Avenue at or near the intersection of Fort George Avenue, thence northerly, westerly and southerly in and upon Fort George Avenue to its intersection with Audubon Avenue with a loop terminal at such intersection constructed within the present roadway of said Fort George Avenue, Borough of Manhattan.

The hearing was fixed for this day by resolution adopted February 6, 1914.

Affidavits of publication were received from The Sun, the New York Tribune and the CITY RECORD. No one appeared in opposition to or in favor of the proposed grant. The Chair declared the hearing closed.

The Secretary presented the following:

Bureau of Franchises, February 28, 1914.

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

Sir—By resolution adopted February 6, 1914, the Board fixed March 6 as the date for the preliminary public hearing upon the petition of the Third Avenue Railway Company for permission to continue to use certain street surface railway tracks on Fort George Avenue from its intersection with Amsterdam Avenue to Audubon Avenue, Borough of Manhattan.

The original right to construct this extension was granted by contract dated March 4, 1909, which provided for an original term of three years and a renewal of two years, and that upon the termination of the right, the tracks should become the property of the City without cost and may be disposed of or leased to any company or individual. As under the provisions of the contract these tracks will revert to the City on March 4, the right to continue to use them will be granted by a lease.

This being the first case of this kind which has come before the Board, and as it will establish a precedent for future leases of a similar character, the Law Department was communicated with in relation to certain questions which had arisen and in

addition several conferences have been held with representatives of the Law Department. The formal reply to the communication addressed to this Department has not, however, yet been received. It is therefore recommended that at the close of the hearing, if there be no objections to the continued operation of this piece of track, the matter be referred back to the Bureau of Franchises to prepare the necessary lease and that if objections should be made, they be considered on their merits.

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

Upon motion of the President of the Borough of The Bronx the matter was then referred back to the Bureau of Franchises with instructions to submit the contract or lease when prepared, to the Franchise Committee before presenting same to the Board.

Dry Dock, East Broadway and Battery Railroad Company (Cal. No. 4).

By resolution adopted by this Board December 24, 1913, approved by the Mayor December 26, 1913, consent was granted to the Dry Dock, East Broadway and Battery Railroad Company to change the motive power on its railway in Canal Street east of the Bowery, Borough of Manhattan, from horses to the underground system of electricity.

The Secretary presented the following:

State of New York, Public Service Commission for the First District, 154 Nassau Street, New York, February 20, 1914.

JOSEPH HAAG, Esq., Secretary, Board of Estimate and Apportionment, 277 Broadway, New York City:

Dear Sir—Transmitted herewith is a certified copy of an Order in Case No. 1782, adopted by the Commission at its meeting on February 20, 1914, granting the application of the Dry Dock, East Broadway and Battery Railroad Company for permission to change the motive power on its road on Canal Street east of the Bowery from horses to an underground current of electricity.

Please acknowledge receipt of the enclosure. Very truly yours,

TRAVIS H. WHITNEY, Secretary.

At a stated meeting of the Public Service Commission for the First District duly held at its office Number 154 Nassau Street in the Borough of Manhattan, City and State of New York, on the 20th day of February, 1914.

Present—Edward E. McCall, Chairman; Milo R. Maltbie, J. Sergeant Cram, George V. S. Williams, Commissioners.

Case No. 1782. *Order Granting Application.*

In the Matter of the application of the Dry Dock, East Broadway and Battery Railroad Company for the permission and approval of the Public Service Commission for the First District, pursuant to the provisions of Section 53 of the Public Service Commissions Law, for the exercise of the right of changing the motive power on said company's line in Canal Street east of the Bowery from horses to an underground current of electricity in accordance with an order of the Board of Railroad Commissioners heretofore obtained.

Application having been made by the Dry Dock, East Broadway and Battery Railroad Company by Frederick W. Whitridge, its receiver, by petition dated and verified December 30, 1913, for the permission and approval of this Commission pursuant to the provisions of Section 53 of the Public Service Commissions Law for the exercise by said Company of the right of changing the motive power on Canal Street east of the Bowery from horses to an underground current of electricity in accordance with an order of the Board of Railroad Commissioners heretofore obtained, and a hearing having been had upon said application by and before the Commission on February 13, 1914, Honorable J. Sergeant Cram presiding, Vincent Victory, Assistant Corporation Counsel, appearing for the City of New York, F. G. Fuller and E. A. Maher, Jr., appearing for the Dry Dock, East Broadway and Battery Railroad Company and its receiver, Arthur DuBois, Assistant Counsel, attending for the Commission, and no one appearing in opposition to said application, and it appearing that the consents had been obtained of the owners of more than one-half in value of the property bounded on that portion of the railroad with respect to which a change of motive power is proposed and the Commission having determined after said hearing that the exercise by said company and its receiver of the right to change the motive power on that portion of its road on said street between the points mentioned from horses to an underground current of electricity is necessary and convenient for the public service,

Ordered, that the permission and approval of the Public Service Commission for the First District be and hereby is granted to the exercise by the Dry Dock, East Broadway and Battery Railroad Company and its receiver of the right to change the motive power on that part of its road on Canal Street east of the Bowery in the Borough of Manhattan, City of New York, from horses to an underground current of electricity in accordance with the order of the Board of Railroad Commissioners heretofore obtained and in accordance with the consents of the owners of more than one-half in value of the property bounded on that portion of said railroad on said street between the points mentioned.

(Seal.) BY THE COMMISSION, TRAVIS H. WHITNEY, Secretary.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, Do hereby certify that I have compared the above with the original adopted by said Commission on February 20, 1914, and that it is a correct transcript therefrom and of the whole of the original.

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

(Seal.) TRAVIS H. WHITNEY, Secretary.

Which was ordered filed.

Dry Dock, East Broadway and Battery Railroad Company (Cal. No. 5).

In the matter of the franchise granted to the Dry Dock, East Broadway and Battery Railroad Company to construct, maintain and operate a street surface railway on Canal and Church streets from Broadway to Lispenard street, Borough of Manhattan, as an extension to its existing system.

This franchise was granted by contract dated February 16, 1913.

The Secretary presented the following:

Bureau of Franchises, February 28, 1914.

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

Sir—By a contract dated January 16, 1913, the Dry Dock, East Broadway and Battery Railroad Company was authorized to construct, maintain and operate a street surface railway extension on Canal and Church Streets from Broadway to Lispenard Street, Borough of Manhattan. This route was in substitution for an existing one on Lispenard Street from Church Street to Broadway and thence diagonally across Broadway to an intersection with existing tracks in Canal Street east of Broadway.

Section 2, Twenty-fourth, of the contract provides that the Company should abandon and relinquish to the City all its rights and franchises upon the last described route and within one year from the signing of the contract by the Mayor comply with the provisions of Section 184 of the Railroad Law in regard to such abandonment. The time for compliance with this section expired January 16, 1914.

During January last the matter was taken up with the Secretary of the Company who was of the opinion that application had not been made to the Public Service Commission for the First District for its approval of the certificate of abandonment and stated that if such application had not been made a petition would be presented to this Board for an extension of time within which to comply with the contractual provision. Subsequently the Assistant General Manager of the Company called my attention by telephone to the entry of judgment in the matter of the People of the State of New York against the Dry Dock, East Broadway and Battery Railroad Company et al., and said that it was the opinion of the Company that certain provisions of such judgment, which will hereinafter be referred to, obviated the necessity of the abandonment proceedings provided by the contract. I thereupon requested the Secretary of the Company to advise me in writing as to the exact position taken in this matter in order that I might complete the record.

The facts, briefly stated, in relation to the above referred to judgment are as follows:

During 1911 the Company and its Receiver agreed with the City to proceed according to the Railroad Law to abandon various routes no longer used. The Farmers Loan and Trust Company, as trustee under a mortgage covering the property and franchises of the Company, however, refused to consent to such abandonment and it was therefore necessary to have a suit brought by the People of the State of New York for the forfeiture of the franchise covering the unused routes. This suit was commenced in November, 1911, and judgment therein was entered in the office of the Clerk of New York County on December 31, 1912, prior to the execution of the contract granting the new right.

Paragraph Ninth of this judgment provides as follows:

"That all the rights, privileges and franchises of the said defendants, The Dry Dock, East Broadway & Battery Railroad Company * * * to lay, construct, maintain and operate a railroad in or upon Lispenard Street from Broadway to Church Street and upon Broadway from Lispenard Street to Canal Street be forfeited, vacated and annulled, if and when the said defendant, The Dry Dock, East Broadway & Battery Railroad Company, shall obtain a lawful franchise to construct, maintain and operate a street surface railroad on Canal Street, from the easterly side of Broadway to Church Street, and upon Church Street, from Canal Street to Lispenard Street, and that whenever said franchises shall be perfected the said defendants and each of them be ousted and excluded from holding or exercising any of said rights, privileges or franchises granted by said act, Chapter 512 of the Laws of 1860, and also perpetually enjoined and restrained from holding or exercising the rights, privileges or franchises granted by said act, so far as the same relate to the crossing of Broadway, from Canal Street, and thence upon Lispenard Street, from Broadway to Church Street."

In reply to my request for the Company's position in the matter, its Secretary under date of February 20, 1914, refers to the above quoted paragraph of the judgment, to the fact that the City was a party to the action, and that the form of contract of January 16, 1913, had been approved by resolution of the Board adopted May 9, 1912, several months prior to the entry of the judgment, and in conclusion further states:

"Under the circumstances we are quite clear that a proceeding under Section 184 of the Railroad Law of the State of New York for abandonment of the franchise of the Company on Lispenard Street and Broadway between the points mentioned is entirely unnecessary inasmuch as the franchise of the Company has already been forfeited under the judgment in the action to which all persons and corporations interested were parties."

After a careful consideration of the facts involved, this view of the matter seems to be a logical one and in accordance with the premises.

This report is made to the Board for the sole purpose of completing the record in the case and showing why the Company has not complied with the provision of the contract relative to the abandonment of its former route.

It is recommended that the papers in the matter be filed.

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

Which was ordered filed.

Long Island Railroad Company (Cal. No. 6).

In the matter of the petition of the Long Island Railroad Company for a franchise to construct, maintain and operate certain additional tracks across Hamilton street, Farmers avenue and South street, near Hollis, Borough of Queens.

At the meeting of July 31, 1913, the public hearing on the form of contract was closed and action deferred awaiting the determination of the Public Service Commision for the First District on the question of grades in this locality.

A communication was received from the General Solicitor of the Company transmitting certified copies of orders adopted by the Commission determining the tracks shall be elevated throughout this territory.

The Secretary presented the following:

Bureau of Franchises, February 25, 1914.

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

Sir—On June 5, 1913, this Bureau presented to the Board a report and proposed form of contract covering a grant of franchise to the Long Island Railroad Company to construct, maintain and operate certain additional tracks across Hamilton street, Farmers avenue and South street, in the vicinity of Hollis, Borough of Queens.

The application for this franchise was made for the purpose of legalizing tracks already constructed by the company across the streets named. The proposed form of contract was drawn up on lines laid down by the Franchise Committee of the Board in reports presented October 3, 1912, and February 27, 1913. It provided for the construction of the tracks across the streets named, above the grade of the streets. This method had met with objections on the part of property owners in the vicinity, and at the final hearing on the proposed contract, which was held July 10, 1913, Mr. H. B. Salisbury appeared for the property owners, and stated that the Public Service Commission for the First District was then considering the question of grades in this locality, and requested that action be deferred until the Commission had reached a determination. The hearing was continued, therefore, until July 31, 1913, on which date, no order of the Commission having been issued, the hearing was closed and the matter laid over to await the determination of the Commission.

The Secretary of the Commission has now, under date of February 11, 1914, submitted to the Board a copy of an order of the Commission, dated February 6, 1914, determining that the Long Island Railroad Company's two existing main line tracks across Farmers avenue should be removed from the surface and placed on an overhead bridge, which will allow a clearance of fourteen feet above the surface of the street, the street to be depressed from three to three and one-half feet below its present grade. The company in a communication to the Board, dated February 19, also submitted a certified copy of this order and a request to be advised as to what steps should be taken to progress the matter so that the franchise may be finally granted.

As the method of treatment determined on by the Commission is in exact agreement with that fixed by the franchise for the construction of the three additional tracks across Farmers avenue, there would seem to be no further reason for withholding action on the grant, which was passed upon by the Franchise Committee of the previous Board. As has been already stated, the final hearing has been held and the grant may now be made without further preliminaries.

The proposed contract limits the City's portion of the cost of the elimination of the Farmers avenue grade crossing to $48,500. The order of the Commission fixes a like limitation as to the portion of the cost to be borne by the State.

The proposed contract also provides that the company shall bear the entire cost of the elimination of the grade crossing of the two main line tracks now across Hamilton street, which are to be placed on a bridge, together with the sixteen additional tracks authorized by the contract. The tracks across South street, which are used to connect the company's Hollis and St. Albans yards, are already constructed on a bridge built at the company's expense.

I would recommend that final action for the grant of the franchise be taken by the adoption of the resolution submitted at the meeting of July 10, 1913, authorizing the Mayor and City Clerk to execute the contract.

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

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Long Island Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all the terms and conditions, including the provisions as to rates, fares and charges upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

This contract, made this day of , 19 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Long Island Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate certain railroad tracks at or in the vicinity of Hollis in the Fourth Ward of the Borough of Queens, as follows:

(a) Sixteen (16) tracks across Hamilton street (Winsted avenue), between Fulton street (Jamaica avenue) and South street (Liberty avenue) adjoining the two existing main line tracks of the Company.

(b) Three (3) tracks across South street (Liberty avenue), immediately east of the point where South street is intersected by Hamilton street.

(c) Three (3) tracks across Farmers avenue or Old Country road at the junc-

tion of said avenue with said road, hereafter referred to as Farmers avenue.

—all as shown on a map and profile, entitled:

"Amended map and profile to accompany application, dated May 6, 1912, of the Long Island R. R. Co. to the Board of Estimate and Apportionment, City of New York, for the right to install and maintain tracks across Winsted avenue (Hamilton street), Old Country road or Farmers avenue and Liberty avenue (South street), in the Borough of Queens."

—and signed: The Long Island R. R. Co., by Joseph F. Keany, Attorney for Petitioner; a copy of which is attached hereto and made a part of this contract.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company.

First—The said right to construct, maintain and operate said railroad tracks, shall be held and enjoyed by the Company for the term of twenty-five (25) years from May 1, 1913, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum hereinafter named in this subdivision.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum hereinafter named in this subdivision, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall in any event be less than two thousand dollars ($2,000). If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate of two thousand dollars ($2,000) until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the annual rate herein named. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

Second—The Company shall pay to the City the sum of twenty thousand dollars ($20,000) as compensation for the privilege hereby granted for the original term of twenty-five (25) years and in full satisfaction for any claim which the City may have for the past unauthorized use and occupation of the streets by the tracks herein authorized. Such payment shall be made simultaneously with the delivery to the Company of this contract executed by the Mayor.

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

Third—No assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the tracks mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fourth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Fifth—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Sixth—Tracks across Hamilton street.

The sixteen (16) tracks hereby authorized across Hamilton street shall be constructed and maintained over and above the surface of said street in the manner and subject to the terms and conditions hereinafter named:

(a) The Company shall construct a bridge or archway of sufficient width and capacity to accommodate the sixteen (16) tracks hereby authorized and also the two (2) main line tracks of the Company now laid and existing on the surface of Hamilton street, between Fulton and South street. Said bridge or archway shall have a span of at least thirty-two (32) feet and a clearance of at least fourteen (14) feet over the surface of Hamilton street at the centre line thereof. For the purpose of constructing said bridge or archway with the prescribed clearance, the Company shall depress the surface of Hamilton street as now existing between Fulton and South streets. The method of constructing said bridge or archway and of depressing the street grades shall be subject to the approval of the Board, and the Company shall submit to the Board, for its approval, plans showing the method of such work. The grades of said bridge or archway and of Hamilton street shall be as shown on the map and profile attached to and made part of this contract or as may be hereafter fixed by the Board.

(b) That portion of Hamilton street under the bridge or archway and for a distance of fifty (50) feet outside the same at either end thereof shall be well and sufficiently lighted, at the expense of the Company, during such hours of the day and night and by such lighting system as may be prescribed by the President of the Borough of Queens and to his entire satisfaction.

(c) Hamilton street for its entire length from Fulton street to South street, the depression of which is made necessary by the construction of the said bridge or archway, shall be provided by the Company with such suitable and adequate drainage system, with proper outlets therefor, as may be prescribed by the President of the Borough of Queens, and to his entire satisfaction. And the Company shall pave the surface of Hamilton street, for its entire length from Fulton to South street, including its intersection with such streets, with such material as may be prescribed by the President of the Borough of Queens.

(d) The work of constructing the said bridge or archway, changing the street grades and the drainage system, providing drainage outlets and paving the street, as above provided, shall be done at the sole cost and expense of the Company. The Company shall also, at its own entire cost and expense, and for the entire term of this contract, whether original or renewal, maintain the said bridge or archway and the piers and abutments thereof in good order and repair.

(e) The construction of said bridge or archway shall be completed in no event later than the day two (2) years after the date of the execution of this contract by the Mayor. During the period of such two (2) years and pending the construction of said bridge or archway the Company may construct, maintain and operate the tracks hereby authorized across Hamilton street, at the same grade as the surface of said street; provided, however, that the Board may, by resolution, direct the removal of such tracks from the surface of Hamilton street and the construction of the bridge or archway across said street before the expiration of such two-year period.

The Company shall complete the construction of the bridge or archway hereinbefore provided for on or before the expiration of the two-year period or within the time fixed by the Board, should the Board direct the prior removal of the surface tracks, and the Company shall, before such expiration, or within such time, as the case may be, remove from the surface of Hamilton street the sixteen (16) tracks hereby authorized and the said two (2) main line tracks, and thereafter maintain and operate the same upon said bridge or archway, subject to the terms and conditions of this contract.

Should the Company fail or neglect to complete the construction of the said bridge or archway within the two-year period hereinbefore specified, or within the period fixed by the Board, should it direct the prior removal of the surface tracks, as the case may be, or should the Company, within the same time, fail to remove from the surface of Hamilton street the sixteen (16) tracks hereby authorized and also the said two (2) main line tracks, the right and privilege hereby granted to construct, maintain and operate sixteen (16) tracks across Hamilton street shall cease and determine upon the termination of such two-year period, or on the date fixed for the prior removal of the surface tracks.

Should the Company not take advantage of the privilege to construct, maintain and operate the tracks hereby authorized upon the surface of Hamilton street, as hereinbefore provided, and fail to complete the construction of the said bridge or archway within two (2) years from the date of the execution of this contract by the Mayor, as hereinabove provided, the right and privilege hereby granted to construct, maintain and operate sixteen (16) tracks across Hamilton street shall cease and determine upon the termination of such two-year period.

Seventh—Should the Company, pending the construction of the said bridge or archway, construct, maintain and operate the sixteen (16) tracks hereby authorized, at the same grade as the surface of Hamilton street, such construction, maintenance and operation shall be in the manner and subject to the terms and conditions hereinafter named:

(a) Such surface tracks and the appurtenances thereto shall be constructed and maintained so as to conform to the grade and lines of the street as now existing.

As long as said tracks, or any portion thereof, remain on the surface of said street, the Company shall maintain all that portion of the surface of the street in which the said tracks are constructed, from outer track to outer track, in a passable condition for pedestrian and vehicular traffic, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

(b) The Company shall at all times keep that portion of the street in which the said tracks are constructed, from outer track to outer track, free and clear from ice and snow.

(c) The Company shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks at all times when cars or trains are being operated thereon. Should it seem necessary in the opinion of the Board, at any time during the period of the maintenance of the tracks on the surface of the street, that gates be erected, maintained and operated across the street, for the purpose of excluding pedestrians and vehicles from the tracks hereby authorized, then the Company shall erect, maintain and operate such gates as may be designated upon thirty (30) days' notice by the Board to the Company.

(d) Passage over said street by either pedestrians or vehicles shall not be interrupted for a greater period than five consecutive minutes at any hour of the day or night.

Eighth—Should the right and privilege to maintain and operate the sixteen (16) tracks across Hamilton street be forfeited as hereinabove provided, the Company shall at its own cost and expense eliminate the existing grade crossing of the main line tracks at Hamilton street, and for this purpose, within one (1) year after notice to do so from the Board, shall complete the construction of and thereafter maintain a bridge across said street of sufficient width and capacity to carry the said main line tracks and shall upon such completion remove to and thereafter maintain upon such bridge the said main line tracks. The said bridge shall be constructed and maintained in the manner and subject to the terms and conditions contained in Section 2, Sixth, of this contract except that the Company shall not be required to depress or pave a greater portion of Hamilton Street than may in the judgment of the Board be necessary for the construction of a bridge to carry only the main line tracks.

Ninth—Tracks across South street.

The three (3) tracks hereby authorized across South street shall be constructed and maintained over and above the surface of such street on a bridge which shall have a span at least equal to the present width of said street, and a clearance of at least fourteen (14) feet above the surface of said street at its present grade; provided, however, that whenever the grade and lines of said street are finally established, either as shown on the map and profile attached hereto or as may be hereafter fixed by the Board, the Company at such time thereafter as said street is ready for physical improvement and upon notice to do so from the Board, shall alter the said bridge by raising the span thereof so as to allow a clearance of at least fourteen (14) feet over the surface of South street at the new grade thereof and remove the piers and abutments to points outside the lines of said street as changed. The method of such alteration shall be subject to the approval of the Board and before commencing the work thereof, the Company shall submit to the Board for its approval, plans showing such method.

(a) In connection with the alteration of said bridge, the Company shall perform all the work of changing the grades of South street and of its intersection with Hamilton street and of changing the drainage system of said streets, and providing the drainage outlets made necessary by the maintenance of said bridge over South street, as above provided, and the Company shall also replace or restore the street pavement which may be disturbed during such work, all to be done under the supervision and subject to the approval of the President of the Borough of Queens.

(b) The Company shall commence and complete the work of alteration, as above provided, within one (1) year after notice to do so from the Board, otherwise the right and privilege hereby granted to construct, maintain and operate three (3) tracks across South street shall cease and determine unless said period shall be extended as hereinafter provided.

(c) The work of altering the said bridge, changing the street grades and the drainage system, providing drainage outlets and replacing or restoring the street pavement, as above provided, shall be done at the sole cost and expense of the Company. The Company shall also at its own entire cost and expense, and for the entire term of this contract, whether original or renewal, maintain the said bridge and the piers and abutments thereof in good order and repair.

Tenth—Tracks across Farmers avenue.

The three (3) tracks hereby authorized across Farmers avenue shall be constructed and maintained over and above the surface of such avenue in the manner and subject to the terms and conditions hereinafter named:

(a) The Company shall construct a bridge of sufficient width and capacity to accommodate the three (3) tracks hereby authorized and also the two (2) main line tracks of Company now laid and existing across Farmers avenue on the surface thereof, carrying said Farmers avenue under said bridge at the width shown on the tentative plan for this territory and upon the completion of said bridge shall remove from the surface of said Farmers avenue the three (3) unauthorized tracks and the said two (2) main line tracks now constructed thereon, and shall thereafter maintain the said tracks on said bridge.

(b) Said bridge shall be constructed with a clearance of at least fourteen (14) feet over the surface of Farmers avenue. For the purpose of constructing said bridge with the prescribed clearance, the Company shall perform all the work of changing the street grades and the drainage system and of providing the drainage outlets made necessary by the construction of said bridge, and shall also re-

place or restore the street pavement which may be disturbed during such work; all to be done under the supervision and subject to the approval of the President of the Borough of Queens. The method of constructing said bridge and changing the street grades shall be subject to the approval of the Board. Before commencing work, the Company shall submit to the Board for its approval, a plan showing the method of such work. The grade of said bridge and of Farmers avenue shall be as shown on the map and profile attached to and made a part of this contract or as may be hereafter fixed by the Board.

(c) The Company shall commence and complete the work of constructing said bridge and of changing the street grades and drainage system, as above provided, within one (1) year after the date of the execution of this contract by the Mayor, and shall within the same period remove from the surface of Farmers avenue the three (3) unauthorized tracks and the two (2) main line tracks now constructed thereon; otherwise the right and privilege hereby granted to construct, maintain and operate three (3) tracks across Farmers avenue shall cease and determine unless said period shall be extended as hereinafter provided.

(d) The Company shall bear the entire cost and expense of constructing said bridge, changing the street grades and the drainage system, providing drainage outlets and replacing or restoring the street pavement, as above provided, and shall also pay all damages to property owners, resulting from change of street grades, except as to such portion of such cost and of such damages as would relate to or result from the elimination of the crossing at grade of the two (2) existing main line tracks. Said last-named portion shall be apportioned in the manner provided by the Railroad Law for the elimination of existing grade crossings, except that in no event shall the City's share of such portion exceed the sum of Forty-eight thousand five hundred dollars ($48,500), and the Company agrees to assume and repay to the City any sum in excess of the said Forty-eight thousand five hundred dollars ($48,500) which the City may be required to pay as its share of such portion. The Company shall, at its own entire cost and expense, for the entire term of this contract, whether original or renewal, maintain the said bridge and the piers and abutments thereof in good order and repair.

Eleventh—The provisions of this contract, which require the Company to remove from the surface of Farmers avenue the two (2) main line tracks now laid and existing across such avenue and to thereafter maintain the same on the bridge hereinbefore provided for, are and shall be subject to the condition that the Public Service Commission for the First District shall adopt an order eliminating the existing crossing at grade of the said main line tracks across Farmers avenue, and directing the construction and maintenance of the said tracks over and above the surface of said avenue. Nothing in such order contained, however, providing for the apportionment of the cost of such elimination in a different or more favorable manner to the Company than as herein provided for shall operate to vary the provisions of this contract as to the cost of such elimination, and the Company agrees to waive any such different or more favorable provisions.

Twelfth—Should the grades or lines of Hamilton street, South street or Farmers avenue, be changed at any time after the said bridge and archway across Farmers avenue and Hamilton street respectively are constructed, or after the bridge across South street is reconstructed, pursuant to the terms of this contract, the Company, when directed to do so by resolution adopted by the unanimous vote of the Board, shall, at its own entire cost and expense, change or reconstruct said bridges and archway so as to allow a clearance of at least fourteen (14) feet over the surface of said streets and avenue at the new grades thereof, and remove the piers or abutments of said bridges and archway to such point or points within or without the lines of said streets and avenue as changed as may be prescribed by the Board; and the Company agrees to waive as to these crossings any provisions of law now in force, or hereafter enacted, which shall provide for the apportionment of the cost of changing or altering existing overgrade or undergrade crossings.

Thirteenth—During the work of constructing or reconstructing the tracks, bridges and archway hereby authorized across Hamilton street, South street and Farmers avenue, the Company shall at all times permit pedestrians and vehicles to have free and uninterrupted access to and passage over said streets and avenue and across the tracks of the Company, except as interruptions are hereby permitted as to Hamilton street, or, in lieu thereof, the Company shall provide and maintain temporary crossings on its own lands at or near said streets and avenue for this purpose, and the Company shall station flagmen at such points as shall be necessary to exclude pedestrians and vehicles from the tracks at all times when cars or trains are being operated thereon.

Fourteenth—The Company shall, upon demand, convey, or cause to be conveyed to the City, for a nominal consideration, a perpetual easement to construct and maintain any necessary sewers, pipes, mains or conduits in and through the lands contained within the limits of, or forming the boundaries or a portion thereof, of the Hollis and St. Alban yards, the whole forming the Holban yard, so called, and also the right to enter upon such lands from time to time as may be necessary for purposes of inspection or to make repairs. In constructing and maintaining such structures the City shall properly support and protect the Company's tracks and equipment.

The Company, shall, upon demand, convey, or cause to be conveyed to the City in fee, for a nominal consideration, subject, however, to the right of the Company to continue the operation of its trains or cars thereon, such pieces or parcels of land lying within or forming the boundaries, or a portion thereof, of the Hollis and St. Albans yards, the whole forming the Holban yard, so called, which may be necessary to widen existing streets or for proposed new streets. In case the Company cannot convey or obtain the conveyance of any such piece or parcel of land, the City may acquire the same by condemnation proceedings, and the Company shall reimburse the City for the expense of such condemnation.

Fifteenth—The Company agrees that the lands located within the limits of the so-called Holban yard, comprising the Hollis and St. Albans yards, except such portions thereof as shall lie within the right of way of the Company's main line and Montauk Division so called, shall be assessed for public improvements of any nature in the same manner and to the same extent as are other lands not devoted to railroad uses, and the Company agrees to assume and pay such assessments. Provided, however, that where the Company, pursuant to the foregoing subdivision, shall convey or cause to be conveyed to the City in fee any piece or parcel of land for a new street or to widen an existing street, the lands of the Company fronting on said portion of the street so conveyed shall not be chargeable with any portion of the expense of opening or widening the residue of said street, except as provided in like cases by the Charter of the City.

Sixteenth—The limits of the Holban yard as referred to in subdivisions fourteenth and fifteenth of this contract shall be as shown upon a map entitled:

"Map showing limits of Holban Yard in the Borough of Queens, to accompany application dated May 6, 1912, of The Long Island Railroad Company to the Board of Estimate and Apportionment, City of New York"

—and signed, The Long Island Railroad Company, by Joseph W. Keany, Attorney for Applicant, a copy of which is attached hereto and made a part of this contract.

Seventeenth—In the event that any of the rights and privileges hereby granted shall cease and determine for failure of the Company to commence and complete construction pursuant to the terms of this contract or otherwise, such forfeiture shall not affect the right or title of the City to any moneys paid to the City as compensation for such rights and privileges or its right to retain and hold as security for the faithful performance of the terms and conditions of this contract as to such rights and privileges which may not be so forfeited, any sums which may be deposited with the Comptroller of the City as hereinafter provided, nor shall such forfeiture affect the right of the City to compel the compliance by the Company with such terms and conditions, and in the event that all of such rights and privileges shall cease and determine for failure of the Company to commence and complete construction pursuant to the terms of this contract or otherwise, all sums paid to the City as compensation, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City.

It is provided that the periods herein fixed for completing the reconstruction of the bridge across South street and performing the work in connection therewith, and for completing the construction of the bridge across Farmers avenue, removing the surface tracks from the said avenue and performing the work in connection therewith, may be extended by the Board, but the total extension of time in the case of either of said streets shall not exceed in the aggregate one (1) year, and provided further that when the commencement or completion of such construction or reconstruction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company; and provided further that in no case shall such delay be deemed to begin until the Company shall have given notice to the Board of any such court proceedings or other occasion of delay and delivered to the Board copies of any injunction or other orders and the papers upon which the same shall have been granted, and unless, upon the request of the Board, the Company shall, in writing, consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Eighteenth—Said tracks, bridges and archway and the appurtenances thereto shall be constructed, or reconstructed, maintained and operated subject to the supervision and control of all the authorities of the City, who have jurisdiction in such matters, as provided by the Charter of the City.

No construction or reconstruction upon said tracks, bridges and archway and the appurtenances thereto shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued, such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction, and the Company shall comply with such conditions.

Nineteenth—The electrical equipment to be installed by the Company for the operation of the tracks as authorized by this contract, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Twentieth—The right hereby granted shall not be in preference or in hindrance to public work of the City, and should the said tracks, bridges and archway or the appurtenances thereto in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, support and protect the tracks, bridges and archway and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-first—Any alteration, not herein provided for, to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or reconstruction and operation of the tracks, bridges and archway and the appurtenances thereto, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-second—In addition to the work to be done by or at the expense of the Company, as herein provided, the Company shall pay:

(a) The cost of the protection of all surface and subsurface structures which shall be in any way disturbed by the construction or reconstruction of the tracks, bridges and archway and the appurtenances thereto hereby authorized or required.

(b) The cost of inspection required by the President of the Borough of Queens and the Commissioner of Water Supply, Gas and Electricity, of all work during the construction or reconstruction of the tracks, bridges and archway and the appurtenances thereto, and during the removal of the surface tracks herein provided for.

Twenty-third—The right hereby granted is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenue in which the Company is hereby authorized to construct, maintain and operate the tracks, bridges and archway.

Twenty-fourth—The Company shall assume all liability to persons or property by reason of the construction, reconstruction or operation of the tracks, bridges and archway and the appurtenances thereto authorized by this contract, and the damages for changes of street grades made necessary thereby, except such damages as shall be included within the cost of eliminating the crossing at grade of the existing two (2) main line tracks across Farmers avenue, the apportionment of which cost is hereinbefore provided for, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Twenty-fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any person or corporation a franchise or right to use any of the streets or avenues herein named, or any part of them, for railway or other purposes.

Twenty-sixth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted, except where an ipso facto forfeiture is provided for, may be forfeited by a suit brought by the Corporation Counsel on notice of ten (10) days to the Company, or, at the option of the Board, by resolution of said Board, which said resolution may contain a provision to the effect that the tracks, bridges and archway and the appurtenances thereto constructed and in use in streets and avenues by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day, not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Twenty-seventh—If the Company shall fail to maintain its structures and equipment, as herein provided, in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall for each day thereafter during which the default or defect remains pay to the City the sum of two hundred and fifty dollars ($250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-eighth—This grant is upon the express condition that the Company within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of ten thousand dollars ($10,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, if any such payment be hereafter required, the maintenance in good order and repair of the bridges and archway and tracks hereby authorized, the removal or relocation of the piers and abutments of said bridges and archway and the widening or elevation of the superstructures thereof in case of future changes in the width or grade of the streets, the removal of the surface tracks wherever required, the repairs of the street pavement, the removal of snow and ice, and the paving and lighting of Hamilton street, and in case of default in the performance by the Company of such terms and conditions, the City shall have the right to cause the work to be done and materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from said fund without legal proceedings; or, after default in the payment of the annual charges, should any be hereafter required, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or, in case of failure to keep any other of the terms and conditions of this contract, the Company shall pay a penalty of ten dollars ($10) a day for each day of failure, all of which sums may be deducted from the said fund.

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

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day, not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of ten thousand dollars ($10,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or

right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-ninth—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirtieth—The words "streets or avenues" and "streets and avenues," wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places, or any other property to which the City has title or over which the public has an easement" across which the Company is authorized to lay tracks.

Thirty-first—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved for the Board or other authorities, officer or officers.

Section 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

Section 4. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK,
(Corporate Seal.) By ....., Mayor.
Attest: ....., City Clerk.

LONG ISLAND RAILROAD COMPANY,
(Seal.) By ....., President.
Attest: ....., Secretary.

(Here add acknowledgments.)

Which was adopted by the following vote:

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

Peoples Five Cent Bus Corporation (Cal. No. 7).

Communications were received from the Electric Vehicle Association of America and from the Plumbers, Gas Fitters, Steam Fitters and Steam Fitters Helpers Union in favor of the application of the Peoples Five Cent Bus Corporation to operate omnibuses or stage coaches upon various routes in the Borough of Manhattan.

Which were referred to the Bureau of Franchises.

Jay Street Connecting Railroad (Cal. No. 8).

A communication was received from Edward T. Horwill, Attorney, for E. W. Bliss Company, protesting against the application of the Jay Street Connecting Railroad for a franchise to construct, maintain and operate certain extensions, branches and connections and amendment of contract dated June 29, 1911, by and between the Company and the City authorizing it to construct, maintain and operate certain tracks in the vicinity of Jay, John, Plymouth and Pearl Streets, Borough of Brooklyn

Note:—No such petition has as yet been received.

The communication was referred to the Bureau of Franchises.

New York, Westchester and Boston Railway Company (Cal. No. 9).

In the matter of the application of the New York, Westchester and Boston Railway Company for a refund of the securities to the amount of $125,000, deposited with the Comptroller by New York and Port Chester Railroad Company for the faithful performance of the terms and conditions of the contract granting said Company a franchise which contract was surrendered and the securities assigned and transferred to the credit of the Westchester Company for the faithful performance of certain terms and conditions of the ordinance as amended granting said Company a franchise.

At the meeting of February 20, 1914, a report was received from the Bureau of Franchises recommending that the Comptroller be authorized to refund the securities in accordance with the opinion of the Corporation Counsel and action was deferred until this day at the request of the President of the Borough of The Bronx.

The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, February 18, 1914.

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

Sirs—I am in receipt of a communication from you under date of February 11, 1914, signed Harry P. Nichols, Engineer, Chief of your Bureau of Franchises, and reading as follows:

"In accordance with your opinion of the 4th inst., I have prepared a resolution for presentation to the Board at its meeting on the 20th, authorizing the Comptroller to refund to the New York, Westchester and Boston Railway Company the security fund of $125,000, deposited by the New York and Port Chester Railroad Company under its contract of May 31, 1906, with the City.

"The resolution is submitted herewith with the request that you approve same as to form and return to this office by Monday, if possible, so that it may be placed upon the calendar.

"Your particular attention is invited to the last paragraph of the resolution and it is suggested that you redraft same or incorporate therein such matter as you deem advisable to enable you to carry out its intent and meaning should it be adopted by the Board.

"A duplicate copy of the resolution is enclosed for your files."

I have made some changes in the proposed resolution and return it herewith approved by me as to form.

In so far as the return of the security deposit of the $125,000 of corporate stock to the railway company is concerned, the enactment of chapter 579 of the Laws of 1909 permitting the road, with the consent of the Public Service Commission, to abandon its Throggs Neck branch was not needed. The ordinance itself specified the conditions under which that deposit was made and therefore the question of the constitutionality of that law in this connection does not arise. I do not therefore deem it necessary for the purpose of the repayment of this security deposit to discuss the point raised by the President of the Borough of The Bronx as to the unconstitutionality of the Act of 1909. If there is any vice in that law it is in its authorization of an abandonment of a portion of a route a franchise for which as a whole had been granted by the local authorities, and thus indirectly bringing about a condition clearly unconstitutional, to wit, laying tracks in the streets without the consent of the local authorities. But that question does not arise here. The deposit was not made to secure the construction of the branch line subsequently abandoned under the order of the Public Service Commission, acting under the authority of chapter 519, Laws of 1909.

The resolution of the Board of Estimate and Apportionment, approved by the Mayor December 21, 1909, provided:

"That the sum of $125,000 in securities heretofore deposited by said New York and Port Chester Railroad Company, and now held by the Comptroller of The City of New York as security for the performance of the terms of the said contract between The City of New York and New York and Port Chester Railroad Company, dated May 31, 1906, shall be held by the Comptroller of the City of New York as security for the completion of the railroad of the New York, Westchester and Boston Railroad Company as provided in the ordinance and contract hereinbefore referred to *except as to any portion of its route which lawfully may be abandoned in accordance with the terms of said ordinance and contract*, and that the assignment by said New York and Port Chester Railroad Company to New York, Westchester and Boston Railway Company and the consolidated corporation of all right, title and interest in and to said securities in the sum of $125,000, be, and the same hereby is, recognized and approved, and that upon full completion by the consolidated corporation of all the terms and conditions in regard to the construction of its railroad and the commencement of operation thereon, as provided in said ordinance of August 2, 1904, as amended by said contract of January 29, 1909, the said sum with the accumulations of interest, if any, shall pass and be delivered and paid to the New York, Westchester and Boston Railway Company or the said new consolidated corporation, but otherwise the same shall be retained by and shall belong to The City of New York."

Although the ordinance of August 2, 1904, granted rights for the branch line, it required only the building of the main line sections within specified times. The branch line was covered by a provision in section 5, which reads as follows:

"Any portion of the route covered by this grant which shall not be completed and in full operation within seven years from the date of the signing of this ordinance *shall be deemed to have been abandoned, and all rights hereby granted in and to such portions of said railway shall cease and determine.*"

In other words, although the ordinance in question granted rights for the branch line, section 5 specifically required the construction *only* of a four-track railway upon the main line from the northerly City line as far south as the intersection of Southern boulevard and Westchester avenue, within a given time, under penalty of losing the entire grant. The same section provided that in the event the railway company should not within a given time construct its main line south of the intersection of Southern boulevard and Westchester avenue, the Board of Estimate might fix certain additional compensation to be imposed upon the railroad company for its failure so to do, thus providing a penalty for non-completion of a part of the main line. The same section then states that any portion of the route covered by the grant which shall not be completed and in full operation at a given date shall be deemed to have been abandoned and *"all rights hereby granted in and to said portions of said railway shall cease and determine."*

The intent of this contract was to require the main line of four tracks only from the northerly City line to Westchester avenue, and for failure to construct any other portion of the route granted, the penalty was forfeiture.

The Chief of the Bureau of Franchises states in a communication to this Department, dated February 11, 1914:

"I personally negotiated this grant for the City and tried to secure conditions which would require the building of the entire line, and the ordinance passed upon the terms and conditions fixed by the Board of Estimate and Apportionment was the result of a compromise and did not contain any such condition."

I, therefore, am of the opinion as stated in my letter to you of the 4th of February, 1914, that the railroad company is entitled to the return of this deposit.

Respectfully yours, FRANK L. POLK, Corporation Counsel.

The following was offered:

Whereas, By contract dated May 31, 1906, the New York and Port Chester Railroad Company was granted a franchise to construct, maintain and operate a railroad in, upon and across certain streets, avenues, highways and public places in the Borough of The Bronx as more fully recited in said contract; and

Whereas, Under and pursuant to Section 2, XXXIX and XL of said contract, the Company deposited in the Department of Finance, $100,000. as a security fund for the construction of the road authorized by said contract and $25,000. as a security fund for the faithful performance of all the terms and conditions of said contract; and

Whereas, By ordinance adopted by the Board of Aldermen July 26, 1904, approved by the Mayor August 2, 1904, as amended by certain contracts and agreement, by and between the New York, Westchester and Boston Railway Company and the City of New York said Company was granted a franchise to construct, maintain and operate a railroad in, upon and across certain streets, avenues, highways and public places in the Borough of The Bronx, which railway was to be constructed and placed in full operation on or before August 2, 1913; and

Whereas, By resolution adopted by the Board of Estimate and Apportionment December 17, 1909, approved by the Mayor December 21, 1909, the Board granted its consent to the New York, Westchester and Boston Railway Company to assign, transfer and set over all rights and privileges granted said Company by ordinance adopted by the Board of Aldermen July 26, 1904, approved by the Mayor August 2, 1904, to cross certain streets, avenues and highways in The City of New York, upon the terms therein set forth and also its right, title and interest in and to a certain contract between the City of New York and the said New York, Westchester and Boston Railway Company dated January 29, 1909, amending the said ordinance, so that the same should pass to and vest in a corporation to be formed by the consolidation or merger of New York and Port Chester Railroad Company and New York, Westchester and Boston Railway Company, provided the railway should be constructed, maintained and operated upon the route of said company, as amended by said contract of January 29, 1909, or as hereafter amended by authority of this Board and in the manner therein provided; and

Whereas, In and by said resolution of December 17, 1909, approved by the Mayor December 21, 1909, the surrender to the City of New York by the New York and Port Chester Railroad Company of all of the rights and privileges in the City of New York to it granted by contract dated May 31, 1906, by and between said New York and Port Chester Railroad Company and the City of New York was accepted and the sum of $125,000 in securities heretofore deposited by the said New York and Port Chester Railroad Company as security for the performance of the said contract between the City of New York and the New York and Port Chester Railroad Company was to be held by the Comptroller of the City of New York as security for the construction of the railroad of the New York, Westchester and Boston Railway Company as provided in the ordinance and contract hereinbefore referred to except as to any portion of its route which lawfully may be abandoned in accordance with the terms of said ordinance and contract; and recognized and approved the assignment by the Port Chester Company to the Westchester Company of all right, title and interest in and to said securities of $125,000. and provided that upon full completion by the consolidated corporation of all the terms and conditions in regard to the construction of its railroad and the commencement of operation thereon as provided in said ordinance of August 2, 1904, as amended, the said sum of $125,000. with the accumulation of interest, if any, should pass and be delivered and paid to the New York, Westchester and Boston Railway Company or the said new consolidated corporation but otherwise the same should be retained by and should belong to the City of New York; and

Whereas, Except as to the portions lawfully abandoned, the New York, Westchester and Boston Railway Company completed and put in operation its railroad in accordance with the provisions of the ordinance of August 2, 1904, as amended, now therefore, be it

Resolved, That the Board of Estimate and Apportionment of the City of New York hereby certifies that the New York, Westchester and Boston Railway Company has completed and put in operation its railway in the City of New York on or before August 2, 1913, as required by the provisions of the ordinance of August 2, 1904, as amended, and be it further

Resolved, That the Comptroller of the City of New York be and he is hereby authorized and directed to refund to the New York, Westchester and Boston Railway Company the securities to the amount of $125,000. deposited in his office by the New York and Port Chester Railroad Company under and pursuant to the provisions of contract dated May 31, 1906, by and between the New York and Port Chester Railroad Company and the City of New York; provided, however, that before the delivery of said securities any and all moneys which shall be due the City of New York under the contract of May 31, 1906, or the ordinance of August 2, 1904, shall be deducted therefrom and applied to the cancellation of such indebtedness; and be it further

Resolved, That this resolution shall not become operative until an order has been duly made and entered discontinuing without costs proceedings brought by the Railway Company to compel the return of the security deposit.

Which was adopted by the following vote:

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

In explaining his vote in the affirmative, the President of the Borough of The Bronx made the following statement:

I am going to vote "aye" on this matter, but I feel that I ought to express my position. In 1904 the Board of Aldermen granted a franchise to the New York,

Westchester and Boston Railway Company, and in 1906 the Board of Estimate and Apportionment granted another franchise to the New York and Port Chester Railroad Company, which was exceedingly well drawn and which carried with it obligations to build a certain road. In 1909 the Board of Estimate and Apportionment took up the matter again and permitted the New York and Port Chester Railroad Company to surrender the franchise which was favorable to the City and authorized the construction of a railroad under the franchise which was less favorable to the City and consented to the transfer of the $125,000 in securities deposited by the Port Chester Company to the Westchester Company as security for the construction of the road of the Westchester Company. The regularity of these proceedings has been sustained by the Corporation Counsel and we are now advised to return the sum of $125,000. Such is the situation.

Long Island Railroad Company (Cal. No. 10).

In the matter of the consent granted the Long Island Railroad Company to construct, maintain and use a standard gauge railroad track across and on the surface of Meserole street at a point about 331 feet east of Waterbury street, Borough of Brooklyn, connecting the railroad with the premises of Charles Schaefer & Sons.

This consent was granted by resolution adopted by this Board January 23, 1914, approved by the Mayor February 6, 1914.

The Secretary presented the following:

Bureau of Franchises, February 21, 1914.

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

Sir—By resolution adopted by the Board of Estimate and Apportionment January 23, 1914, approved by the Mayor February 6, 1914, the Long Island Railroad Company was granted permission to construct, maintain and use a standard gauge railroad track across and on the surface of Meserole Street at a point about 331 feet east of Waterbury Street, Borough of Brooklyn, connecting the railroad with the premises of Charles Schaefer & Sons.

Section 17 of said consent provides as follows:

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

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

Under and pursuant to the above quoted section, the grantee presented an agreement dated February 11, 1914. This agreement has been approved as to form by the Corporation Counsel and is on file in this office.

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

It is recommended that the papers be filed.

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

Which was ordered filed.

J. B. Malatesta (Cal. No. 11).

In the matter of the application of J. B. Malatesta for permission to install, maintain and use a narrow gauge track across and on the surface of Bear Swamp road at Barnes avenue, Borough of The Bronx.

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

The Secretary presented the following:

J. B. Malatesta, Contractor, 3169 Jerome Avenue, Near 205th Street, New York, February 2, 1914.

Hon. JOSEPH HAAG, *Secretary, Board of Estimate and Apportionment,* 277 Broadway, City:

Dear Sir—In connection with my work through the President of the Borough of The Bronx for regulating, grading, etc., White Plains road from Unionport road to Thwaithes place and Muliner avenue; regulating, grading, etc., in Muliner avenue from Morris Park avenue to Bear Swamp road, and regulating, grading, etc., in Barnes avenue, from the N. Y. C. & H. R. R. Co. to Bear Swamp road, I hereby make application for a permit to lay a temporary narrow gauge railroad running from the junction of White Plains road and Bear Swamp road along the Bear Swamp road, southeast to Barnes avenue, I to use the undeveloped north side of this street, then crossing diagonally at the intersection of Barnes avenue and Bear Swamp road running to the south side or the undeveloped part of Bear Swamp road, to Muliner avenue. By granting this revocable franchise it will greatly facilitate my work on White Plains road and on the two above mentioned contracts, as the subway construction will be begun on White Plains road within sixty days, and I am anxious to complete my work in order to be out of the way of the subway work when it begins. The permit is desired to December 1, 1914.

Yours very truly, J. B. MALATESTA.

Bureau of Franchises, February 26, 1914.

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

Sir—Mr. J. B. Malatesta presented a petition dated February 2, 1914, to the Board of Estimate and Apportionment, for permission to install, maintain and use until December 1, 1914, a narrow gauge railroad track along Bear Swamp Road from White Plains Road to Muliner Avenue, Borough of The Bronx, with a spur into Barnes Avenue, for the purpose of conveying excavated material from White Plains Road to Barnes Avenue and Muliner Avenue, in order to fill in the two latter streets.

At the meeting of the Board held February 6, 1914, the matter was referred to this Bureau for investigation and report, and at the meeting held February 20, 1914, a communication from Mr. Malatesta was presented withdrawing the petition and presenting, in lieu thereof, a petition dated February 13, for permission to install a narrow gauge track across and on the surface of Bear Swamp Road at Barnes Avenue, and that petition was referred to this Bureau for investigation and report.

It is Mr. Malatesta's intention, as evidenced by the new petition, to install the track from White Plains Road to Barnes Avenue, on private property immediately north of Bear Swamp Road, thence to cross that road under the authority of the requested consent and to reach Muliner Avenue by installing the track on private property south of said road.

An investigation by this Bureau has disclosed that the petitioner holds a contract with the City for the regulating and grading of White Plains Road from Unionport Road to Thwaites Place, and also holds contracts for the regulating and grading of Barnes Avenue from Bear Swamp Road to its termination at the property of the New York, New Haven and Hartford Railroad Company south of Van Nest Avenue, and of Muliner Avenue from Bear Swamp Road to Morris Park Avenue. I am informed that there yet remain 9,000 cubic yards of rock and 3,000 cubic yards of earth to be excavated in White Plains Road, making a total of 12,000 cubic yards. This work must be completed by July 1, 1914, or heavy penalties will become payable to the City.

Copies of the petition, with accompanying plan, were forwarded to the President of the Borough of The Bronx and to the Commissioner of Water Supply, Gas and Electricity, with a request that examinations be made by the various bureaus of their Departments having jurisdiction, with a view to ascertaining if there are any objections to the track or any particular conditions necessary to be incorporated in the form of consent heretofore used by the Board for similar privileges. The attention of the Borough President was particularly called to the case of Hatfield vs. Straus, wherein the Court of Appeals held that the Board of Estimate and Apportionment had no power to authorize the construction of tracks in the public streets to be used solely for private purposes.

In a reply, dated February 19, 1914, the Borough President recommends, in view of the fact that the use of the track will do away with congestion on Bear Swamp Road and with damage to its macadam surface, that the requested permission be granted, on condition that the crossing be sufficiently guarded and the street restored to its original condition when the track is no longer required.

In a reply, dated February 5, 1914, the Department of Water Supply, Gas and Electricity advised that there are no objections to the track and no special conditions necessary to be inserted in the form of consent.

In view of the case of Hatfield vs. Straus, hereinabove mentioned, the Board has been unable since 1907 to grant tracks across the public streets to individuals or corporations for private use, but in a few instances, similar to the present case, involving the conveyance of material for filling in public streets, consent was granted, because the City indirectly received material benefit from the track, as the contractor in preparing bids based his figures on conveying the material by such a railroad and was, in consequence, enabled to present a bid considerably lower than if the work were contemplated by any other method.

I am informed that the bids for regulating and grading Barnes Avenue and Muliner Avenue were as follows:

	Mr. Malatesta's Bid.	Next Highest Bid.
Barnes Avenue	$16,000 00	$16,200 00
Muliner Avenue	9,800 00	10,800 00

In view of the Borough President's statement of the anticipated saving of wear and tear on the public street due to the use of the track, and the fact that the City's contracts can be brought to an earlier conclusion through its use, it would seem that the Board may properly, in its discretion, grant the requested consent. In such case I would suggest that it be granted only at the pleasure of the Board and revocable upon ten (10) days' notice, in case of valid complaint from the public or the City authorities, and that it be made a condition of the consent that a security deposit in the sum of five hundred dollars ($500) be required, said deposit to be in the form of either cash or securities, to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

At the rate heretofore used by the Board for revocable track consents, viz., four per cent. of the assessed valuation of the area of street occupied, estimating a single track to occupy a width of ten feet, the charge for this privilege would be less than $100. The compensation should therefore be fixed at the minimum sum of one hundred dollars ($100) for the privilege for the term of the grant.

This case differs materially from the majority of track cases heretofore passed upon by the Board, to which the usual rate has been applied, and I am of the opinion that at that rate the City will not receive a sum at all commensurate with the privilege bestowed. The total amount of filling to be placed in Barnes and Muliner Avenues by means of the proposed track is 23,000 cubic yards, and there is no doubt in my mind that the contractor will benefit to the extent of several thousand dollars through the use of the track, for there is nothing to show that his bid was lower than if the work were to be done without the use of the track. However, in this case I am loath to recommend any departure from the established precedent, but will endeavor to shortly present a report outlining a new scale of rates, to fit particular cases, for the approval of and adoption by the Board.

In the petition of February 2, 1914, Mr. Malatesta stated that subway construction will be begun on White Plains road within sixty days and he is anxious to complete the work in order to be out of the way at that time. He, however, requested permission to maintain the track to December 1, 1914.

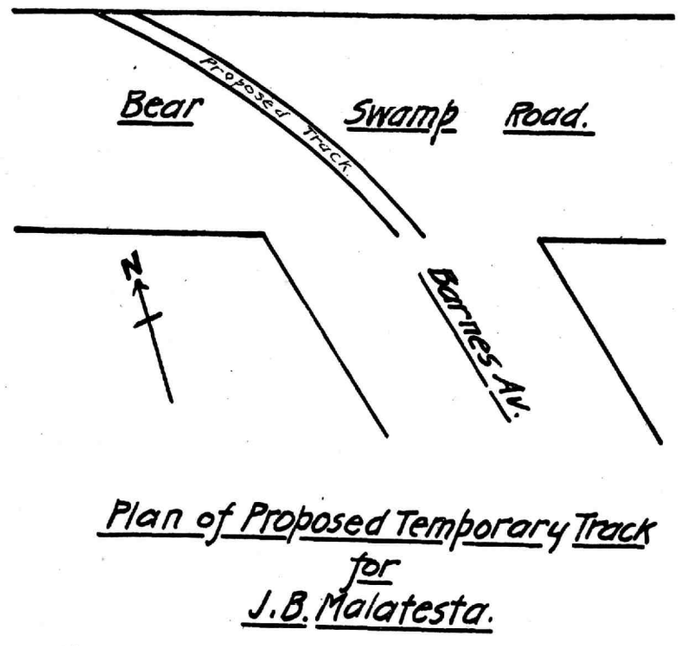
I am informed by the Borough President that the White Plains road contract has 139 days to run, carrying it to August 8, 1914, but that heavy penalties will become payable if the work be not completed by July 1, 1914. The contracts for regulating and grading Barnes Avenue and Muliner Avenue are limited to 125 days from the date when the contractor may be ordered to commence work, but such order has not yet been issued by the Borough President.

In view of these facts, I would suggest that the consent be granted only until July 1, 1914; that should allow ample time for the completion of the contracts.

It would appear from the petition of February 13 that Mr. Malatesta desires to use the track to convey material across Bear Swamp road in connection with private work. In view of the Hatfield vs. Straus case, and the nominal compensation to be received by the City, I do not see how the track can be authorized for that purpose and the expiration of the consent on July 1 would seem to limit its use to the conveyance of the necessary material for completing the City's work.

The customary form of resolution granting consent is herewith submitted.

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



Plan of Proposed Temporary Track for J.B. Malatesta.

Bureau of Franchises.

The following was offered:

Whereas, J. B. Malatesta presented a petition dated February 13, 1914, to the Board of Estimate and Apportionment for permission to lay down, maintain and operate temporarily a narrow gauge railroad track diagonally across Bear Swamp Road at Barnes Avenue, Borough of The Bronx, for the purpose of conveying material across Bear Swamp Road, in order to fill in Barnes Avenue and Muliner Avenue between Bear Swamp Road and Morris Park Avenue; now, therefore, be it

Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to J. B. Malatesta to lay down, maintain and operate a narrow gauge railroad track at grade across Bear Swamp Road at a point near its intersection with Barnes Avenue, for the purpose of conveying material across the said road, in order to fill in Barnes Avenue and Muliner Avenue between Bear Swamp Road and Morris Park Avenue, under contracts with the city, and for no other purpose; the track to be as shown on the plan accompanying the petition and entitled:

"Plan Showing Location of 36 inch gauge railroad track to be constructed across Bear Swamp Road Borough of The Bronx, to accompany application dated February 13, 1914, of J. B. Malatesta to the Board of Estimate and Apportionment City of New York,"

—and signed J. B. Malatesta, a copy of which is attached hereto and made a part hereof, upon the following terms and conditions:

1. This consent shall continue only during the pleasure of the Board of Estimate and Apportionment, and shall be revocable upon ten (10) days' notice in writing to the grantee, but in no case shall it extend beyond July 1, 1914, and thereupon all rights of the grantee in said street by virtue of this consent shall cease and determine.

2. The grantee shall pay into the Treasury of The City of New York, as compensation for the privilege hereby granted the sum of one hundred dollars ($100) for the term of the grant. Such payment shall be made within thirty (30) days of the approval of this consent by the Mayor.

Such payment shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the revocation or termination by limitation of this consent, the grantee shall cause the structure hereby authorized to be removed and all of said street affected by this permission to be restored to its proper and original condition, if required so to do by The City of New York or its duly authorized representatives

and the entire cost of such work shall be borne by the said grantee. If the structure hereby authorized shall not be required to be removed, it is agreed that it shall become the property of The City of New York.

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

5. The grantee shall pay the entire cost of all work, labor and material in connection with the structure hereby authorized, and particularly—

(a) Its construction, maintenance and removal.

(b) The protection of all structures which shall in any way be disturbed by its construction or removal.

(c) All changes in sewers or other subsurface structures necessitated by its construction or removal, including the laying or relaying of pipes, conduits, sewers or other structures.

(d) The replacing or restoring of the pavement in said street which may be disturbed during its construction or removal.

(e) Each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by its presence in the street.

(f) The inspection of all work during its construction or removal as herein provided, which may be required by the President of the Borough and the Commissioner of Water Supply, Gas and Electricity.

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

7. The track shall be constructed and operated in the latest improved manner of railroad construction and operation and solely upon the terms and according to the lines and surveys to be approved by the President of the Borough. Planks shall be laid alongside of and between the rails of the track so as to afford a safe and proper crossing for vehicles and pedestrians, or the top of rails shall be laid flush with the surface of the roadway, and the grade of the roadway shall be altered and drainage provided, all as shall be directed and approved by the President of the Borough. The character of the rails and other parts of the construction shall also be approved by the said official, and the track shall be maintained in good condition by the said grantee throughout the term of this consent.

Soft coal shall not be used in the engines operating on the said track.

In the event of the City desiring to make repairs to existing substructures or to construct new substructures in the said street, the grantee shall, at its own expense, protect or move the said track and appurtenances in such manner as may be directed by the city officials having jurisdiction over such work, and so as to avoid interference with the work of repairing or installing the said substructures.

8. Said track shall be constructed, maintained and operated subject to the supervision and control of the proper authorities of The City of New York who have jurisdiction in such matters under the Charter of The City of New York.

9. The grantee shall at all times keep the entire street between the rails of the track and for a distance of two feet beyond the rails on either side thereof free and clear from ice and snow.

10. Said grantee shall pave and keep in permanent repair the portion of the surface of the street between the rails of the track and for a distance of two feet on either side thereof, under the supervision of the proper local authorities and whenever required by them to do so, and in such manner as they may prescribe, and The City of New York shall have the right to change the material or character of the pavement of the street and in that event the grantee shall be bound to replace the existing pavement between the rails of the track and for a distance of two feet on either side thereof with such changed or altered pavement and in the manner directed by the proper City officials at its own expense, and the provisions as to repairs herein contained shall apply to such changed or altered pavement.

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

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

The grantee shall maintain a flagman at the intersection of Bear Swamp Road and Barnes Avenue at all times when cars or trains are being operated on the said track.

13. This consent is granted upon the further and express condition that the provisions of the Railroad Law applicable thereto and all laws or ordinances now in force or which may hereafter be adopted shall be strictly complied with.

14. This consent is upon the express condition that the said grantee within thirty (30) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of The City of New York the sum of Five hundred dollars ($500) either in money or securities, to be approved by him, which fund shall be security for the faithful performance of all the terms and conditions of this consent. In case of default in the performance by said grantee of any of the terms or conditions of this consent The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the changes or repairs after ten (10) days' notice in writing, and shall collect the reasonable cost thereof from said fund, without legal proceedings, or in case of default in the payment of the charge for the privilege, shall collect the same from such fund, with interest, after ten (10) days' notice in writing to the said grantee.

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

15. Said grantee shall give notice in writing to the President of the Borough and to the Commissioner of Water Supply, Gas and Electricity of his intention to begin the work hereby authorized at least forty-eight (48) hours before such work commences. The grantee shall also give to the Board of Estimate and Apportionment notice in writing of the date on which the work is commenced, and also the date on which the work is completed, not later than ten (10) days after such dates.

16. Said grantee shall complete the construction of the structure hereby authorized, on or before May 1, 1914, otherwise this consent shall be forfeited forthwith and without any proceedings at law or otherwise for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

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

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

Which was adopted by the following vote:

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

The Sicilian Asphalt Paving Company (Cal. No. 12).

An application was received from the Sicilian Asphalt Paving Company for a rescission of consent granted said Company by resolution approved by the Mayor December 17, 1896, to open 12th Avenue, 100 feet north of 54th Street, Borough of Manhattan, for the purpose of laying a six-inch wrought iron pipe for conveying oil from the bulkhead to the easterly side of 12th Avenue and the cancellation of the bond deposited under the terms and conditions of such consent.

Which was referred to the Bureau of Franchises.

Walter J. Salomon (Cal. No. 13).

An application was received from Walter J. Salomon for a change in the location of the proposed conduit to be constructed under and across 6th Avenue, north of 42d Street, Borough of Manhattan, connecting premises of the grantee on opposite sides of said street, for the purpose of conveying steam and electric current between said premises.

This consent was granted by resolution adopted by this Board October 2, 1913, approved by the Mayor October 3, 1913.

The application was referred to the Bureau of Franchises.

International Cork Company (Cal. No. 14).

In the matter of the application of the International Cork Company for permission to install, maintain and use steam and electrical conductors and a water pipe under and across Sutton Street, Borough of Brooklyn, connecting the premises of the Company, 99-121 Sutton Street, with its building in course of construction directly opposite.

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

The Secretary presented the following:

International Cork Company, 99 to 121 Sutton Street, Brooklyn, New York, February 5, 1914.

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

Gentlemen—We, the International Cork Company, of 99-121 Sutton Street, Brooklyn, N. Y., a corporation of this State, hereby make application for a franchise permitting us to run steam and electric conduits, and one water pipe under Sutton Street from our present building at the above address to the new building being constructed by us and for our use, directly opposite our present location on said street.

It shall be our intention to excavate a single trench 40 inches wide from building line to building line. In the centre of the bottom of this trench we will install a 22-inch, inside diameter, steam conduit having an outside diameter of 26 inches, with this increased to 30 inches at the bells, which occur every 3 feet, the sections of conduit being 3 feet long.

Directly under this conduit we will install a 4-inch, inside diameter, underdrain, and alongside of this drain we will place four 3-inch, inside diameter, fibre electric ducts and one 6-inch sprinkler line.

The 22-inch conduit will contain supply and return pipes as follows: One 3-inch high pressure steam; one 4-inch high pressure return; one 6-inch high pressure exhaust; one 4-inch high pressure low pressure return; one 2-inch air; one 2-inch vacuum.

All of the before mentioned work is clearly shown on plans which we submit herewith, in accordance with the usual requirements.

It is our intention to have the H. W. Johns-Manville Company install this equipment for us, and as they have a copy of their catalog on file at the Bureau of Franchises, we suggest that you refer to that catalog, in so far as specifications are not entirely clear to you.

Hoping you will see your way clear to arrange for the granting of the desired permission at an early date, we are, Yours very truly,

INTERNATIONAL CORK COMPANY, JOHN ALBERTI, Secretary and Treasurer.

International Cork Company, 99 to 121 Sutton Street, Brooklyn, N. Y., February 27, 1914.

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

Gentlemen—Since making the above application we have decided on changing the style of conduit, and therefore respectfully submit corrected drawings accordingly. We suggest that you return the old drawings to us, in order to avoid errors. Besides the change in the style of conduit we are also making a change in the size of one of the pipes, as the drawings will show. This is the vacuum pipe, size of which will now be 3 inches instead of 2 inches.

Our new building is rapidly nearing completion, and you will oblige us very much if you can pass on our application promptly. Very truly yours,

INTERNATIONAL CORK CO., JOHN ALBERTI, Secretary and Treasurer.

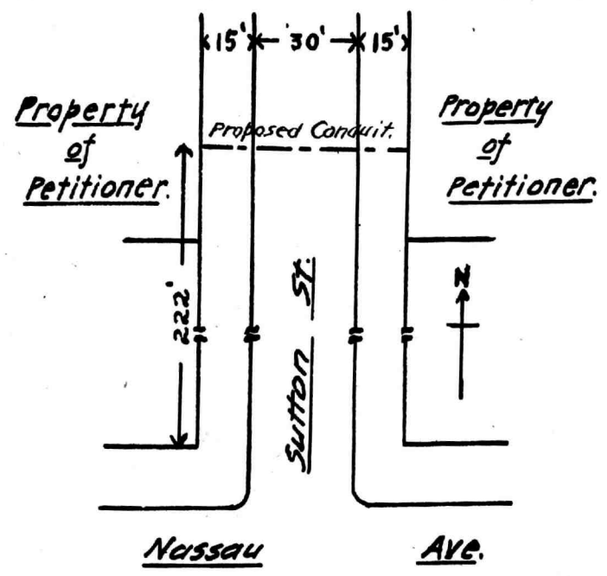
Bureau of Franchises, March 2, 1914.

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

Sir—The International Cork Company, a domestic corporation, has presented a petition dated February 5, 1914, to the Board of Estimate and Apportionment for permission to construct, maintain and use a conduit under and across Sutton Street, at a point 222 feet north of the northerly line of Nassau Avenue, in the Borough of Brooklyn. The petition recites that the conduit is to contain pipes for the conveyance of steam, air, water, electric current, etc., between the petitioner's plant on the westerly side of the street and its new building, now in process of erection, on the easterly side.

At the meeting of the Board held February 20, 1914, the petition was referred to the Bureau of Franchises for investigation and report.

Copies of the petition, with accompanying plan, were forwarded to the President of the Borough of Brooklyn and to the Commissioner of Water Supply, Gas and Electricity, with a request that examinations be made by the various bureaus of their departments having jurisdiction, with a view to ascertaining if there are any objections to the project or any particular conditions necessary to be incorporated in the form of consent heretofore used by the Board for similar privileges. Replies, dated,



Plan of Proposed Conduit for International Cork Co.

Bureau of Franchises.

respectively, February 14 and February 27, 1914, state there are no objections to the conduit, but the Borough President requests that it be provided in the form of consent that the grantee shall encase the fifteen-inch sewer in Sutton Street with at least eight inches of concrete at the point where the proposed conduit is to be installed. Such provision has been inserted in the form of resolution granting consent.

Under date of February 27, 1914, the petitioner presented new plans to accompany the petition, providing for a different form of conduit, slightly smaller in size than originally planned, but to be installed at precisely the same location.

As there are no objections to the conduit, I can see no good reason why the requested permission should not be given, should the Board see fit to do so. In such case I would suggest that consent be granted only during the pleasure of the Board, but in no case to extend beyond a period of ten(10) years from the date of approval of the consent by the Mayor, and revocable upon sixty (60) days' notice, and that it be made a condition of the consent that security in the sum of One thousand dollars $1,000) shall be required, either in the form of cash or securities, to be approved by and deposited with the Comptroller for the faithful performance of the terms and conditions of the consent.

The conduit as proposed is equal in size to four sixteen-inch pipes. At the rate heretofore fixed by the Board for private pipes in the City streets—viz., $2 per linear foot for pipes not over sixteen inches in outside diameter—the charge for this conduit should be Eight dollars ($8) per linear foot, and, as the street is sixty feet in width between building lines, the compensation should be Four hundred and eighty dollars ($480) per annum. Such sum should be paid into the City treasury in advance on November 1 of each year.

The customary form of resolution granting consent is herewith submitted for adoption. Respectfully, HARRY P. NICHOLS, Engineer, Chief of Bureau.

March 5, 1914.

P. S.—Since writing the above supplementary letters, dated March 4 and 5, 1914, have been received, respectively, from the President of the Borough and the Commissioner of Water Supply, Gas and Electricity, approving of the change of plan presented under date of February 27, 1914, hereinabove mentioned. H. P. N.

The following was offered:

Whereas, The International Cork Company presented a petition dated February 5, 1914, to the Board of Estimate and Apportionment for permission to construct, maintain and use a conduit under and across Sutton Street at a point 222 feet north of the northerly line of Nassau Avenue, in the Borough of Brooklyn, connecting its premises on opposite sides of said street, for the purpose of conveying steam, air, water, electric current, etc., between the said premises by means of pipes installed in the conduit; now, therefore, be it

Resolved, That the consent of the Corporation of The City of New York be and the same is hereby given to the International Cork Company, a domestic corporation, to install, maintain and use a conduit 32 inches in extreme width and 35 inches in height, under and across Sutton Street at a point 222 feet north of the northerly line of Nassau Avenue, Borough of Brooklyn; said conduit to connect premises of the petitioner on opposite sides of the said street, and to be used to contain pipes for the conveyance of steam, air, water, electric current, etc., between the said premises, for the sole and exclusive use of the petitioner, and for no other purpose, all as shown on the plan accompanying the petition and entitled:

"Plan showing location of Proposed Steam Conduit, Electric Duct. To be constructed in Sutton St., Borough of Brooklyn, to accompany application dated February 5th, 1914, International Cork Co., to the Board of Estimate and Apportionment, City of New York,"

—and signed International Cork Co., per John Alberti, Sec. & Treas., a copy of which is attached hereto, and made a part hereof, upon the following terms and conditions:

1. This consent shall continue only during the pleasure of the Board of Estimate and Apportionment, and shall be revocable upon sixty (60) days' notice in writing to the grantee, but in no case shall it extend beyond a term of ten (10) years from the date of its approval by the Mayor, and thereupon all rights of the grantee in said street by virtue of this consent shall cease and determine.

2. The grantee shall pay into the Treasury of The City of New York, as compensation for the privilege hereby granted, the sum of Four hundred and eighty dollars ($480) per annum. Such payments shall be made in advance on November 1 of each year, provided, however, that the first payment shall be made within sixty (60) days of the approval of this consent by the Mayor, and shall be only such proportion of the annual charge as the time between the approval of this consent by the Mayor and November 1 following bears to a whole year.

Such rate of compensation shall continue up to the date of restoration of the street pavement after the removal of the structure from the street.

Such payments shall not be considered in any manner in the nature of a tax, but shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid under any ordinance of The City of New York, or by any law of the State of New York.

3. Upon the removal of the grantee from either of the premises to be connected by the structure, or upon the revocation or termination by limitation of this consent, the grantee shall cause the structure hereby authorized to be removed and all of said street affected by this permission to be restored to its proper and original condition if required so to do by The City of New York or its duly duthorized representatives, and the entire cost of such work shall be borne by the said grantee. If the structure hereby authorized shall not be required to be removed, it is agreed that it shall become the property of The City of New York.

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

5. The grantee shall pay the entire cost of all work, labor and material in connection with the structure hereby authorized, and particularly—

(*a*) Its construction, maintenance and removal.

(*b*) The protection of all structures which shall in any way be disturbed by its construction or removal.

(*c*) All changes in sewers or other subsurface structures necessitated by its construction or removal, including the laying or relaying of pipes, conduits, sewers or other structures.

(*d*) The replacing or restoring of the pavement in said street which may be disturbed during its construction or removal.

(*e*) Each and every item of the increased cost of the installation of any future structures or repairs or alterations to any existing or future structures caused by its presence in the street.

(*f*) The inspection of all work during its construction or removal as herein provided, which may be required by the President of the Borough and the Commissioner of Water Supply, Gas and Electricity.

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

Upon the completion of the work, the grantee shall furnish to the President of the Borough a plan of such character as he may direct, showing accurately and distinctly the location, size and type of construction and complete dimensions of the structure erected or installed under this consent; also the location and dimensions of all substructures encountered during the progress of the work. The depth below the street surface of the new structure and of the substructures encountered must be shown; also their location with reference to the nearest curb line and the nearest curb-line intersection.

It is made a particular condition of this consent, that the grantee shall incase the sewer in Sutton Street with eight inches of concrete at the point where it is to be crossed by the proposed conduit; the work and materials to be satisfactory to the President of the Borough.

7. The grantee shall allow to The City of New York a right of way through, under or above any part of the structure hereby authorized for any and all structures which are now or may be hereafter placed by The City of New York in said street.

If at any time it shall become necessary to replace or alter any structure in said street, the City shall have the right to break through or remove all or any portion of the structure hereby authorized and the grantee shall pay to the City the expense incurred by such removal.

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

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

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

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

12. This consent is upon the express condition that within sixty (60) days after its approval by the Mayor, and before anything is done in exercise of the rights conferred hereby, the grantee shall deposit with the Comptroller of The City of New York the sum of One thousand Dollars ($1,000), either in money or in securities to be approved by him, which fund shall be security for the performance of the terms and conditions of this consent, especially those which relate to the payment of the annual charge, the repairs of the street pavement and the removal of the structure hereby authorized. In case of default in the performance by said grantee of any of such terms and conditions, The City of New York shall have the right to cause the work to be done and the materials to be furnished for making the necessary changes or repairs, after ten (10) days' notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings, or in case of default in the payment of the annual charge, shall collect the same, with interest, from such fund after ten (10) days' notice in writing to the said grantee.

In case of any drafts so made upon the security fund the said grantee shall, upon thirty (30) days' notice in writing, pay to the Comptroller of The City of New York a sum of money sufficient to restore the said fund to the original amount of One thousand Dollars ($1,000), and in default of the payment thereof, the consent hereby given may be cancelled and annulled, at the option of the Board of Estimate and Apportionment of The City of New York, acting on behalf of said City. No action or proceeding or rights under the provisions of this section shall affect any other legal rights, remedies or causes of action belonging to The City of New York.

13. Said grantee shall give notice, in writing, to the President of the Borough and to the Commissioner of Water Supply, Gas and Electricity of its intention to begin the work hereby authorized at least forty-eight hours before such work commences. The grantee shall also give to the Board of Estimate and Apportionment notice, in writing, of the date on which the work is commenced and also the date on which the same is completed, not later than ten (10) days after such dates.

14. Said grantee shall commence the construction of the structure hereby authorized and complete the same on or before July 1, 1914, otherwise this consent shall be forfeited forthwith, and without any proceedings, either at law or otherwise, for that purpose; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

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

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

Which was adopted by the following vote:

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

Westchester Lighting Company; Northern Union Gas Company; Central Union Gas Company (Cal. No. 15).

In the matter of the order of the Board directing the Westchester Lighting Company, the Northern Union Gas Company and the Central Union Gas Company to present petitions to this Board if they desired to continue operating in the respective sections of the Borough of The Bronx, west of the Bronx River, in which they operate.

By resolution adopted October 16, 1913, these companies were directed to present petitions to this Board on or before November 28, 1913, which time was extended from time to time until the meeting of January 23, 1914, when the companies were granted an extension of time until February 21, 1914, to file such petitions.

The Secretary presented the following:

In re Central Union and Northern Union Gas Companies.

New York, February 20, 1914.

To the Board of Estimate and Apportionment of The City of New York, 227 Broadway, New York City:

Dear Sirs—Complying with your Resolution of October 16, 1913, the undersigned Companies beg to advise you that they have not filed a petition for a new consent to their continuing to conduct their operations in supplying gas in the districts, in which they operate, west of the Bronx River, for the reason that the City of New York, or the municipalities previously exercising authority over the said districts, have already consented to their operation therein, as hereinafter set forth.

The Central Union Gas Company was incorporated under the Transportation Corporations Law on or about July 16, 1897. Section 61 of that law confers the following powers:

"1. If incorporated for the purpose of supplying gas for light, to manufacture gas, and to acquire by purchase or otherwise natural gas and to sell and furnish such quantities of gas as may be required in each city, town and village named in its certificate of incorporation, for lighting the streets, and public or private buildings or for other purposes; and *to lay conductors* for conducting gas through the streets, lanes, alleys, squares and highways, in each such city, village and town, *with the consent of the municipal authorities thereof*, and under such reasonable regulations as they may prescribe."

On March 7, 1859, the Town Officers of the former Town of Morrisania granted to Messrs. Robert Campbell & Company, the following consent:

Whereas, Messrs. Robert Campbell & Co., of the City of New York, have applied to the Board of Town Officers of the Town of Morrisania, in the County of Westchester, and State of New York, for the privilege to erect a gas works and put down pipes through the streets and highways of said Town, for the purpose of supplying the same, and the public and private houses of said Town with gas; therefore,

Resolved, That, so far as the authority is vested in us, Messrs. Robert Campbell & Co., and such other citizens of said Town as may be associated with them, have the privilege and right to lay or place under ground pipes in any and all streets, highways and public places of said Town, for the purpose of supplying the citizens with gas, and to open trenches and ditches in the streets and highways for that purpose, provided they immediately restore the same to as good condition as they find them.

This privilege to be exclusive to them for the term of twenty years from the date hereof, and the said pipes may be extended from time to time during the said term.

This right and privilege is granted upon the express condition, that the said Company, so to be formed, shall expend in said Town, for the above-named purpose, at least two thousand and five hundred dollars, within one year from the date hereof, and the further sum of five thousand dollars, within two years from the date hereof, and also, that they shall not charge more than four dollars per one thousand feet of gas; and when the daily consumption of gas shall amount to fifty thousand feet, it shall be reduced in price to three dollars and fifty cents per one thousand feet.

In witness whereof, we have hereunto officially set our hands this seventh day of March, one thousand eight hundred and fifty-nine.

WILLIAM CAULDWELL, Supervisor; SILAS D. GIFFORD, A. P. HAWLEY, JNO. L. BURNETT, HENRY SPRATLEY, Justices of the Peace; THOMAS DODSWORTH, Town Clerk; JAMES A. JENKINS, J. WESSEL, R. HENWOOD, Commissioners of Highways.

On March 22, 1859, the Town Officers of the former Town of West Farms, granted to Messrs. Robert Campbell & Company the following consent:

Whereas, Messrs. Robert Campbell & Co., of the City of New York, have applied to the Board of Town Officers of the Town of West Farms, in the County of Westchester and State of New York, for the privilege to erect a gas works and put down pipes through the streets and highways of said Town, for the purpose of supplying the same and public and private houses of said Town with gas; therefore

Resolved, That, so far as the authority is vested in us, Messrs. Robert Campbell & Co. and such other citizens of said Town as may be associated with them, have the privilege and right to lay, or place under ground, pipes in any and all streets, highways and public places of said Town, for the purpose of supplying the citizens with gas: and to open trenches and ditches in the streets and highways for that purpose, provided they immediately restore the same to as good condition as they find them.

This privilege to be exclusive to them for the term of twenty years from the date hereof; and the said pipes may be extended, from time to time, during said term.

This right and privilege is granted on this express condition, that the said Company, so to be formed, shall expend in said Town for the above-named purpose at least three thousand dollars within two years from the date hereof, and three thousand dollars within two years thereafter, and also, that they shall not charge more than four dollars per one thousand feet of gas; and when the daily consumption of gas shall amount to fifty thousand feet, it shall be reduced in price to three dollars and fifty cents per one thousand feet.

In witness whereof, we have hereunto officially set our hands this twenty-second day of March, one thousand eight hundred and fifty-nine.

JOHN BUSSING, Supervisor; JOHN LINDSAY, Town Clerk; SAMUEL M. PURDY, WILLIAM GRAY, Justices of the Peace; WM. G. LENT, JOHN CORSA, HARVEY SCOFIELD, CHARLES WEEKS, Commissioners of Highways.

Objection is made to these municipal consents, on the ground that they should have been granted by a vote of the town electors at a town meeting, and that the Board of Town Officers had no authority to grant such a consent. The claim is also made that the Boards of Town Officers, in the consents themselves, expressed a doubt of their own powers, by stating that the grant was made "so far as authority is vested in us." This phrase does not, however, necessarily indicate any doubt as to their own powers. It is a very proper one to incorporate in any formal instrument executed by one acting under delegated authority, directing attention to the authority itself, which, in this case, was ample, under the General Gas Act of 1848. Even if the Town Boards themselves doubted their power thereunder, they could not thereby limit the broad powers conferred by the Act.

Section 18 of Chapter 37 of the Laws of 1848, under which Act the Westchester County Gas Light Company, the assignee of this municipal consent, was afterwards incorporated, gave to companies incorporated thereunder the right "to lay conductors for conducting gas through the streets, lanes, alleys and squares in such * * * *town* with the consent of the *municipal authorities* of said * * * town." It is clear that this statute referred, not to the electors of the town in town meeting assembled, but to some *municipal authority* or town officer, *authorized* by the electors and by the statutes of the State to act on their behalf. In the case of both of these municipal consents, all of the town officers, consisting of the Supervisor, the Town Clerk, the Justices of the Peace, and the Commissioners of Highways, concurred in granting the consent. There can accordingly be no doubt that the action was taken by the proper municipal authority or town officer. It is true that it has been held, in the case of cities, that the consent must be granted by the body having local legislative powers (Ghee v. Northern Union Gas Co., 158 N. Y., 510). There is no authority, however, holding that a vote of a town meeting was necessary for the municipal consent of a Town provided for by this statute. The entire course of legislation upon this and similar subjects in this State shows that this was not the intent of the statute; and the Court of Appeals has treated such a municipal consent from the Board of Town Officers as valid.

People, *ex rel.* Woodhaven Gas Light Company v. Deehan, 153 N. Y., 528, 531.

The Highway Law (Section 47) gives to the Highway Commissioners the care and superintendence of the highways and bridges; also power to establish highway districts; to appoint overseers of the highways; to expend all moneys raised from the town for highway purposes; to acquire land for the protection of the highways; to assess highway labor to be performed within the town; to hold joint meetings with the Highway Commissioners of adjoining municipalities, with regard to laying out, altering or improving the highways extending into both municipalities; to bring actions in the name of the town and to sustain the rights of the public in and to any town highway.

Section 60 of the Highway Law gives to the Town Superintendent of Highways, with the consent of the Town Board, power to grant permission to residents to lay and maintain water drains or sewer pipes within the highways.

Section 272 of the Highway Law gives to the Town Superintendent of Highways power to consent to the erection, by a person licensed to keep a ferry, of necessary posts, braces and appendages within the highway.

Section 45 of the Transportation Corporations Law gives to the Commissioners of Highways power to consent to the construction of pipe lines across, along or upon a public highway, on such terms as may be agreed upon.

Section 122 of the Transportation Corporations Law gives to the Supervisor and Commissioners of Highways power to make written agreements with turnpike, pipe and bridge corporations, for the use of the public highway, and the occupation thereof with their fixtures.

Section 11 of the Railroad Law provides that no steam railroad corporation shall construct its road upon any highway, in any town, without an order of the Supreme Court, after at least ten days' written notice of the intention to make application for such order shall have been given to the Commissioners of Highways.

By Laws of 1835, Chapter 300, Section 1, it was provided that whenever the route of a railroad contemplates the use of any highway, the Commissioners of Highways may give a written consent that such railroad may be constructed across or on such road or other public highway.

Section 171 of the Railroad Law, relating to street surface railroads, provides that such roads shall be constructed only with the consent of the *local authorities* having control of that portion of a street or highway upon which it is proposed to build or operate the railroad. The same section contains the following provision:

> "In cities, the common council * * * in villages, the board of trustees, and in towns the *commissioner or commissioners of highways* shall be the *local authorities* referred to."

A recent decision shows how utterly unjustifiable is this contention that a corporation has not the proper consent of the local authorities of the town, because it can show no vote of the town meeting, although it duly obtained the consent of all the officers of the town and, acting in reliance thereon, has expended millions of dollars in good faith during a period of fifty-five years.

People, *ex rel.* N. Y. & Richmond Gas Co. v. Cromwell, 89 App. Div., 291.

In that case, the question was whether a corporation, which had occupied the streets of a Town with its mains for nearly fifty years, in reliance upon a consent granted only by the Highway Commissioners of the Town, had a valid consent of the municipal authorities. It was held that it had, Woodward, J., saying:

> "In a township, the commissioners of highways, who are charged generally with the care of the streets, roads, etc., would probably represent the 'municipal authorities' referred to in the statute. But we do not think it is necessary to decide this question; it is sufficient, for the purposes of this case, to hold that the action of the highway commissioners of these several towns in the year 1856, acquiesced in without objection for nearly half a century, in the absence of a plain provision to the contrary, raises the presumption of the consent of all of the municipal authorities of the several towns, and particularly where the consents so granted were acted upon promptly, and the corporation entered upon the discharge of its obligation to the public in supplying gas in the various townships under the provisions of the law. * * * If the highway commissioners were not the municipal officers of the towns who were charged with the responsibility of acting, if they did act, and no other municipal authorities questioned their right to do so, but stood by and saw the plant installed, they would, unless the statute specially provided the method in which their consent was to be evidenced, be deemed to have ratified the consent of the highway commissioners, and the presumption would arise that they had given their consent. This result would, it seems to us under the authorities cited, follow *even were it not possible to show any formal action on the part of the highway commissioners,* for it is not suggested that the corporation did not construct its plant and distribute its gas in these several towns nearly a half century ago, and it appears that several of the villages which have since been created have taken gas under contracts with the relator and its predecessor. To say at this late day that the respondents may deny to the relator its rights under its franchise, upon any technical question growing out of the manner of the consent given so long ago, is to give precedence to unimportant forms above the substantial requirements of justice."

By the second paragraph of each of these municipal consents, it appears that they were granted to "Messrs. Robert Campbell & Company, and such other citizens of said Town as may be associated with them." From the fourth paragraph it appears that they were granted for the benefit of a "company to be formed."

This Company was the Westchester County Gas Light Company, which was incorporated under the General Gas Act (L. 1848, Ch. 37), on or about July 18, 1859. Section 18 of that Act contains the following provision:

> "Any corporation formed under this Act shall have full power to manufacture and sell, and to furnish such quantities of gas as may be required in the city, town or village where the same shall be located, for lighting the streets, and public and private buildings, or for other purposes; and such corporation shall have power *to lay* conductors for conducting gas through the streets, lanes, alleys and squares, in such city, village or town, with the consent of the municipal authorities of said city, village or town and under such *reasonable regulations* as they may prescribe * * *."

Both of the municipal consents were duly assigned to the Westchester County Gas Light Company, by Robert Campbell & Company, on or about November 1, 1859.

Objection is made to these municipal consents, on the ground that, under the provisions of the Statute just referred to, the municipal authorities were authorized to give their consent only to a corporation organized thereunder, and that such a grant as this to individuals was unauthorized and void. This contention cannot be sustained, however, as it is now definitely settled in this State that such a municipal consent may be granted to individuals, for the benefit of a corporation to be organized, to which the consent is to be assigned. These decisions were rendered under the statutes relating to street surface railroads which are much more strict than those relating to gas companies. As to these companies, the Constitution (Article III, Section 18), requires the consent of the owners of one-half in value of the property bounded on, and the consent also of the local authorities having control of, that portion of the street or highway on which the railroad is to be constructed. Section 91 of the Railroad Law, as amended, requires that the consents of abutting property owners shall be in writing, acknowledged in such manner as deeds entitled to be recorded. The Court of Appeals has held that the fact that the railroad acquires such consents by assignment from an individual, to whom they were granted, instead of directly from the property owners themselves, does not affect their validity.

Geneva, etc., Ry. Co. v. N. Y. Central & Hudson River R. R. Co., 163 N. Y., 228; reversing 24 App. Div., 335.

Sections 92 and 93 of the Railroad Law also provide for the manner in which the municipal consent must be obtained from the municipal authorities, requiring a written application therefor and a notice of a hearing upon the application. Under these sections also a consent from the municipal authorities granted to individuals and their assigns, and assigned by them to a street railroad corporation, is valid.

Village of Phoenix v. Gannon, 195 N. Y., 471; reversing 123 App. Div., 93;
Trojan Ry. Co. v. Mann, 125 App. Div., 362; aff'd. 195 N. Y., 614.

Furthermore, the right of the Westchester County Gas Light Company, the assignee of this consent, to operate thereunder was expressly recognized in the next year after the franchise was granted by action of the Board of Town Officers of the Town of Morrisania, who, on April 24, 1860, after spreading the Campbell Grant on the minutes, adopted the following resolution:

> *"Resolved,* that, if the Westchester County Gas Light Company, *to whom the above grant pertains,* shall have constructed their gas buildings and laid down one mile of main pipe by the first of September next, their personal property be exempted from taxation for the years 1860 and 1861."

No doubt, a smiliar exemption from taxation was obtained from the Town of West Farms, the minute books of which have not yet been found.

On June 22, 1864, the Board of Trustees of the Town of Morrisania also adopted the following resolution:

> *"Resolved,* that the regulations contained in the consent of the municipal authorities of the Town of Morrisania, executed to Robert Campbell & Co. *and under which the Westchester County Gas Light Company are now operating,* so far as such regulations restrict the price of gas to a sum not exceeding $4 per 1,000 feet, be and the same hereby are suspended until further order of this Board."

The name of the Westchester County Gas Light Company was on May 15, 1875, duly changed to Central Gas Light Company, which, on August 16, 1897, assigned all its property, consents, franchises, etc., to the Central Union Gas Company.

On or about June 7, 1870, the Suburban Gas Light Company was incorporated under the General Gas Act of 1848, to operate in the Town of West Farms and County of Westchester. The said Westchester County Gas Light Company, on or about February 11, 1871, sold and assigned to the said Suburban Gas Light Company all its rights under the said municipal consent from the Town of West Farms, in that part of the Town of West Farms lying north of the boundary line between the Towns of Morrisania and West Farms and a line in line therewith produced to the Bronx River, that is, in the present Twenty-fourth Ward. On February 28, 1871, the Westchester County Gas Light Company sold to the Suburban Gas Light Companies its mains and services, in the above mentioned District. The name of the said Suburban Gas Light Company was duly changed to Northern Gas Light Company by order of the Supreme Court, on or about June 11, 1878. The Northern Union Gas Company was incorporated under the Transportation Corporations Law, on or about October 1, 1897. The said municipal consent, as to that portion of the Town of West Farms contained in the Twenty-fourth Ward, was further assigned by the Northern Gas Light Company to the Northern Union Gas Company, on or about November 16, 1897. A confirmatory assignment of this municipal consent, as to the same district, was afterwards made by the Central Union Gas Company, as successor to the said Westchester County Gas Light Company, to the Northern Union Gas Company, on or about January 2, 1902.

It has been suggested that these assignments of the municipal consents are void, because made without the express approval of the municipal authorities; but this suggestion would hardly be made seriously now in view of the recent decisions of the Courts, holding such consents to be property rights, and, as such, transferable like any other kind of property.

City of New York v. Bryan, 130 App. Div., 658, 672;
Parker v. Elmira, etc., R. Co., 165 N. Y., 274;
Matter of Longacre Elec. Light & Power Co., 188 N. Y., 361;
Lord v. Equitable Life Assurance Society, 194 N. Y., 212, 226;
Village of Phoenix v. Gannon, 195 N. Y., 471;
N. Y. Cent. etc. R. R. Co. v. New York, 202 N. Y., 212, 223.

The second paragraph of each of the above municipal consents grants a right, unlimited in time, to lay mains "in any and all the streets" of the town. This right is perpetual, as its duration is not expressly limited.

Davis v. Mayor, 14 N. Y., 506, 532;
Milhau v. Sharp, 27 N. Y., 611, 620;
People v. O'Brien, 111 N. Y., 1, 30;
Miner v. N. Y. Central, etc. R. R. Co., 123 N. Y., 242, 249;
Roby v. N. Y. Central etc. R. R. Co., 142 N. Y., 176, 180;
Trustees of Southampton v. Jessup, 162 N. Y., 122, 127;
Rhinehart v. Redfield, 93 App. Div., 410, 414; Affd. on opinion below, 179 N. Y., 569.

The next paragraph of each municipal consent provides that it shall be *exclusive* for the term of twenty years from its date. If this provision were valid, it would not amount to a limitation of the franchise for twenty years. It would constitute a perpetual right to lay mains and, in addition, an *exclusive* right for twenty years, to prevent any competition within that period. This exclusive provision, however, was void, as the General Gas Act of 1848 gave no power to municipalities to grant an *exclusive* right.

Gas Co. v. Parkersburg, 30 W. Va., 435;
Brenham v. Water Co., 67 Tex., 243;
State *ex rel.* v. Cincinnati Gas Light etc. Co., 18 O. St. 262;
Saginaw Gas L. Co. v. City of Saginaw, 28 Fed., 529;
Newton v. Levis, 79 Fed., 715.

As this *exclusive* provision is void, the remaining provision of this paragraph, that the pipes "may be extended from time to time during the said term" falls with it and should be disregarded. Even if this were not so, it added nothing to the grant which had been made by the preceding paragraph, as a right to lay mains, unlimited in time, of course includes the right to extend the mains already laid. Consequently, even if the entire municipal consent had been limited to the term of twenty years, these words added nothing to the rights already given and must be rejected as surplusage. It cannot be claimed that this paragraph limits the right to extend the mains to the term of twenty years, during which the consent was *exclusive*. It is not a limitation nor a prohibition, but an affirmative grant, evidently inserted out of abundant caution, that it might be clear that the grantees could extend the mains laid by them. To constitute this paragraph a prohibition against the exercise of the perpetual right, granted by the preceding paragraph, to lay mains after the expiration of twenty years, the following defeated words must be added to it:

"and the said pipes shall *not* be extended after the expiration of the said term of twenty years."

To construe this clause as if these words were there, would amount to a limitation, by implication merely, of the previous express grant. The Companies do not claim a grant by implication. They show an express grant which is not limited unless by implication. The express terms of a grant, however, are never limited merely by implication.

People *ex rel.* Woodhaven Gas Co. v. Deehan, 153 N. Y., 528;
Home of Friendless v. Rouse, 8 Wall, 430, 437;
Whitaker v. Delaware & Hudson Canal Co., 87 Pa. St., 34, 38.

In the Woodhaven case, the Court of Appeals said:

"The rule that public grants are to be construed strictly against the grantee, means simply that nothing shall pass by implication, except it be necessary to carry into effect the obvious intent of the grant. But the obvious intention of the parties, when expressed in plain language, cannot be ignored in a public, any more than in a private grant. A construction that would lead to false consequences or unjust or inconvenient results, not contemplated or intended, should be avoided in a grant as well as in a statute."

Reference has been made to the fact that the assignment of the Morrisania and West Farms municipal consents from Robert Campbell & Company to the Westchester County Gas Light Company, dated November 1, 1859, recited that the consents were for the term of twenty years from their date, and that the assignment of a portion of the West Farms consent from the Westchester County Gas Light Company to the Suburban Gas Light Company, dated February 11, 1871, also recited that that consent was for the term of twenty years from its date, and conveyed the consent only "during all the unexpired term of the twenty years aforesaid." It is contended that these recitals and assignments constituted a contemporary construction as to the meaning of the consents and are now conclusive upon their owners, notwithstanding a later assignment of the revisionary interest in the franchise, on the assumption that it was perpetual, from the Central Union Gas Company to the Northern Union Gas Company.

If an instrument is unambiguous in its terms, as was the case with these municipal consents, reference may not be had to a contemporary construction to determine what it really meant.

Even if Robert Campbell & Company, the Westchester County Gas Light Company and the Suburban Gas Light Company, in their dealings with each other, had acted upon the assumption that the municipal consents were limited to a term of twenty years, such conduct would not be binding as against the Towns of Morrisania and West Farms and their successor, the City of New York, which were not parties to these assignments; nor could it amount to a surrender to the municipality of the reversionary interest in the municipal consents.

It is not difficult, however, to determine the real reason for the recitals contained in the assignments. Messrs. Robert Campbell & Company, at the time the municipal consents were granted by the town, were engaged in the business of manufacturing iron pipe. The erection of a gas plant and the laying of gas mains would accordingly furnish a market for their product; and this fact no doubt furnished a motive for obtaining the municipal consents from the towns. Robert Campbell himself was one of the incorporators of the Westchester County Gas Light Company and was its president for a number of years. The firm assigned the municipal consents to the Westchester County Gas Light Company on November 1, 1859. While they were interested in the Westchester County Gas Light Company, it might have seemed to them a better policy to retain themselves the reversionary interest in the municipal consents, after the expiration of the twenty year exclusive term, rather than to grant it outright to a corporation in which others might acquire an interest. Such a reservation of the reversionary right would give an opportunity for further negotiations, which might result profitably to the firm of Robert Campbell & Company, upon the expiration of the twenty year period.

The Suburban Gas Light Company was incorporated on June 7, 1870, and Robert Campbell was not an incorporator of that Company, nor does it appear that he had any interest therein. On February 11, 1871, the Westchester County Gas Light Company assigned to the Suburban Gas Light Company the municipal consent of the Town of West Farms, so far as it related to that portion of the town located in the Twenty-fourth Ward, for the unexpired term of twenty years. On February 28, 1871, the Westchester County Gas Light Company also assigned to the Suburban Gas Light Company its mains, service pipes and meters in the same district, and on January 31, 1871, the Westchester County Gas Light Company conveyed to the Suburban Gas Light Company its land in the Town of West Farms. On March 7, 1871, the Westchester County Gas Light Company and the Suburban Gas Light Company entered into a contract, which recited the sale of the municipal consent, mains and land. By this contract, the Westchester County Gas Light Company agreed not to lay mains or supply gas in that portion of the Town of West Farms located in the Twenty-fourth Ward, and the Suburban Gas Light Company made a like agreement as to the remainder of the Town of West Farms and the Town of Morrisania. These agreements were made *perpetual*, and a penalty of $1,000 was imposed for a violation thereof. These assignments and this agreement were all executed on behalf of the Westchester County Gas Light Company by Robert Campbell, as its president. It is to be noted that all of these conveyances and assignments are unilateral, and none of them was executed by the grantee.

Here again, we find Robert Campbell acting on behalf of the Westchester County Gas Light Company, in which he had an interest, construing the municipal consent as limited in a point of time as against the Suburban Gas Light Company, in which he had no interest. In this case also this course would leave the matter open for further negotiations between the two Companies, upon the expiration of the twenty year period, and might result in the payment of further consideration at that time to the Westchester County Gas Light Company, for the reversionary interest in the municipal consent.

Notwithstanding the recitals contained in these instruments, Robert Campbell himself made a confirmatory assignment of the municipal consents and an affidavit on August 18, 1902, when he was no longer interested in any gas company, which contained the following:

"It was my intention that the said grants should be perpetual and they were always so regarded by me. The provision making them exclusive was the only one that was limited to the period of twenty years. That was inserted to avoid competition, while the demand for gas in the said towns was still small."

A practical construction, however, has been placed on these municipal consents by all parties thereto, which is conclusive as to their meaning and intent.

On the theory suggested, that the towns had the right to impose a time limit upon the franchise which had been granted by the Legislature, and that these municipal consents therefore expired in 1879, the City now claims that the Westchester County Gas Light Company and its successors had no right to use the streets subsequently. As a matter of fact, the business of these Companies has been continued to the present time. There has been therefore a period of thirty-five years since the time when it is claimed the municipal consent expired, and of eleven years since the opinion of the Corporation Counsel was written, holding that the municipal consents had expired, in which the Companies have been permitted by the City to continue their business without objection. In other words, the municipal authorities have conceded that the companies did have the right to occupy the streets; that is, they have recognized the right of the Companies to continue their business after the expiration of the twenty year period; and they have therefore properly acted as if there was no such limitation. This was a practical construction placed upon the Statute and the municipal consents by the parties affected by them which would resolve any doubt the Court might have if the question was one of first impression.

Power v. Village of Athens, 99 N. Y., 592, 601-2.

The construction placed upon a statute by those upon whom rests a duty concerning it is entitled to great weight.

Cohen v. Virginia, 6 Wheat., 264;
Easton v. Pickersgill, 55 N. Y., 310, 315;
People v. Dayton, 55 N. Y., 367, 377;
Matter of Washington Street R. R. Co., 115 N. Y., 442, 447.

Where such a practical construction has been long continued, the Courts will recognize it as conclusive.

U. S. v. Hill, 120 U. S., 169, 180;
Robertson v. Downing, 127 U. S., 607, 613;
U. S. v. Alabama, etc., R. R. Co., 142 U. S., 615, 621.

It has been suggested that these municipal consents only give the right to *maintain* pipes in the streets for the term of twenty years from the date thereof, and that, at the end of that time, the owners of the municipal consents were under obligation to remove the pipes. This contention is not borne out by the terms either of the Statute or of the municipal consents.

The Westchester County Gas Light Company, to which the municipal consents were assigned, was incorporated under the General Gas Act of 1848, and acquired its right to manufacture and sell gas and to lay mains from the terms of that Act. The municipal consent of the local authorities was merely a condition precedent to the full vesting in the Company of the right to *lay* mains, which was granted to it by the Statute. That is all the Municipal Consent purports to be. There is not a word in either the Statute or the municipal consent about the right to *maintain* the mains. The Act requires the consent of the municipal authorities only to the *laying* of mains. The *maintenance* of the mains, when laid, is not only a necessary part of the franchise to manufacture and sell gas, but it is a duty imposed upon the Company for failure to observe which it would be liable in damages.

14 Amer. & Eng. Encyc. of L., 935;
Siebrecht v. East River Gas Co., 21 App. Div., 110;
Washington Gas Co. v. District of Columbia, 161 U. S., 316, 333;
City of New York v. N. Y. Mutual Gas Light Co., 135 App. Div., 260, 268; Aff'd., 207 N. Y., 647.

In the case last cited, CLARKE, J., said:

"Even if the Board of Aldermen had power to limit its permission for thirty years, that limitation applied only to the right to lay pipes. Having been once granted and acted upon, no right was reserved affecting the continuance and maintenance of said pipes, so laid under said permit, and certainly no right to order their discontinuance and removal. As the State had given a perpetual franchise subject only to a condition subsequent of a permit to dig into the streets, when that permit had been granted and acted upon, the power to continue was a necessary incident of the franchise granted by the State and not subject to interference or revocation by the local authority."

If the right to maintain the mains did not exist after the twenty year period, the Gas Company would forfeit all its property in the streets. There is not a word, however, in either the Act or the municipal consent, which suggests even the possibility of such a forfeiture. It is a well settled principle of law that the Court does not favor forfeitures, and will not enforce them in the absence of a plain provision therefor.

Livingston v. Tompkins, 4 Johns. Ch., 415;
Graves v. Deterling, 120 N. Y., 447, 455.

Even if the Town Officers, however, intended to limit this grant to the term of twenty years, they had no power to impose such a time limitation, and their attempt to do so was a nullity.

The municipality is authorized by the statute above quoted only to give or withhold its *consent*, and is not authorized to impose any terms, conditions, or limitations thereon, but *only reasonable regulations* in regard to the method and hours for opening the streets, etc.

Where, as in this case, a corporation derives its authority directly from the Legislature and there is no limitation in the grant and no power is expressly given to the local authorities to impose conditions upon their consent, the local authorities cannot limit the authority or prescribe terms or conditions upon which it may be exercised. In this respect, municipalities have no greater power than any other administrative body of the State.

1 Dillon on Municipal Corp., Sec. 55;
People *ex rel.* West Side Ry. Co. v. Barnard, 48 Hun, 57, 63; aff'd 110 N. Y., 548;
Gaedeke v. Staten Island R. Co., 43 App. Div., 514;
Dusenberry v. N. Y., etc., Traction Co., 46 App. Div., 267;
Wright v. Glen Telephone Co., 112 App. Div., 745;
Davis v. The Mayor, 14 N. Y., 506, 523-4;
People v. Kerr, 27 N. Y., 188;
Milhau v. Sharp, 27 N. Y., 611, 619-20, 622;
Matter of Kings Co. El. R. Co., 105 N. Y., 97;
Beekman v. Third Ave. R. R., 153 N. Y., 144, 152;
People *ex rel.* Woodhaven Gas Co. v. Deehan, 153 N. Y., 528;
Potter v. Collins, 156 N. Y., 16;
Ghee v. Northern Union Gas Co., 158 N. Y., 510;
Matter of White Plains Commissioners, 176 N. Y., 239;
Rhinehart v. Redfield, 93 App. Div., 410, 414, 415; aff'd, on opinion below, 179 N. Y., 569;
Carthage v. Central N. Y. Tel. Co., 185 N. Y., 448;
Pittsburgh's Appeal, 115 Pa. St., 4;
People's Railroad v. Memphis Railroad, 10 Wall, 38, 50-52;
New Orleans Waterworks Co. v. Louisiana Refining Co., 125 U. S., 18, 32;
Walla Walla v. Walla Walla Water Co., 172 U. S., 1.

1. In Pittsburgh's Appeal (*supra*), a case most carefully considered by the highest Court of Pennsylvania, after it had been argued by eminent counsel, the Court said (p. 21):

"So far as the limited authority to legislate on these peculiar subjects" (opening streets) "has been delegated to Councils, *and to that extent only*, can the corporate powers, rights and privileges of natural gas companies be qualified or limited. Councils are authorized to give or withhold their assent without more. They have no right to couple their assent with any condition or restriction not imposed by the Act, unless the company agrees to accept the same and be bound thereby; and even then the conditions or restrictions so accepted by the company must harmonize and in no wise conflict with the provisions of the Act. The assent of councils being given, the regulations they are authorized to adopt are such only as relate to the manner of laying pipes, altering, inspecting and repairing the same, and the character thereof with respect to safety and public convenience. These regulations must also be reasonable and not in conflict with any of the provisions of the Act. In all other respects, the powers of such companies are clearly defined and their duties and liabilities prescribed by the Act under which they are incorporated."

That case was tried before Judge White, whose decision was unanimously affirmed and whose opinion is given in full in the report of the case in the Supreme Court of Pennsylvania. Referring to the legal effect of the word "assent," Judge White said (p. 12):

"The word 'assent,' in the 13th section, must be understood in its ordinary sense, as consenting or agreeing to. Something is stated or proposed to another; he assents to it, that is, accepts it, agrees to it. If he asserts or proposes something else, it is not assenting to what was asserted or proposed, but offering something else. A corporation with its charter under the Act of May 29th, 1885, comes to the city and asks consent to enter with its chartered rights and privileges. The statute says to the city: You may consent or not, as you please. It does not say you may refuse and then make the best bargain you can with the company. You may assent or dissent, that is all. If you assent, it must be with the rights the company has under the statute, and you can do nothing more than ordain such reasonable regulations as are secured to you in the 11th section."

2. In Beekman v. Third Ave. R. R. (*supra*), a franchise was granted to a railroad company by the municipality, which, in addition to requiring the payment of a certain percentage of the gross receipts, as required by statute, also required the payment of a cash sum into the city treasury. This was not expressly authorized, *but the Company assented to it and agreed to make the payment.* The New York

Court of Appeals held it was a nullity, as it was against public policy to permit a municipality to impose conditions, which had not been expressly authorized by the Legislature.

3. That an agreement to a condition which the municipality had no power to impose is a nullity was also expressly held in Potter v. Collis and Matter of White Plains Commissioners (*supra*).

The reason why such an agreement to a condition is a nullity was clearly stated in Town of Golconda (108 Ill., 419), where the Court said (p. 427):

"The complainants owned a ferry franchise, which they had a right to enjoy and use until they should commit some act, which might authorize the State to interfere and forfeit the franchise. While in the enjoyment of this right, the act of 1859 was enacted by the Legislature, which conferred a franchise for twenty years, but this act conferred no additional rights upon complainants. At the time the act was passed, they had, under the law of the land, all that the act of 1859 professed to confer, and much more, and we are unable to perceive how it is that complainants lost all rights, held by them under the grant to Daniel Field in 1823, and confirmed by the act of 1827, by merely accepting the provision of the act of 1859. Suppose a certain person is in the possession of a tract of land under a regular chain of title from the government. Another person holds a tax title on the land, which the owner in possession buys, and obtains a deed. Is the owner, when his title may be called in question, estopped from asserting title to the land from the government from the fact that he purchased an outstanding tax title and after the purchase occupied under such title in connection with the original title? Surely not; and yet there is no substantial difference between the supposed case and the position of complainants. The complainants, when the act of 1859 was passed, were in the possession of the ferry franchise, which had been conferred originally on Daniel Field, and descended to them. They had an undoubted right to hold and operate the ferry under the original grant. They did no act indicating an intention to abandon title to the ferry, but when the act of 1859 was passed, they accepted its provisions and held under it in connection with the original title. We do not think they waived any rights held under the original grant by accepting the provisions of the act of 1859, nor were they estopped from claiming under the original grant. If they thought the act of 1859 might strengthen their title to the ferry, we perceive no reason which would preclude them from accepting its provisions and at the same time retain the orignal title held by them, when the act of 1859 was passed."

As the Appellate Division, First Department, has said, in a case where the facts were only slightly different from those of the present case:

"The corporation having a perpetual franchise from the State, subject to no limitations thereof by the local Legislative body, the permission given by the Resolution of the Common Council, hereinbefore quoted, with its limitation of thirty years to lay pipes, was ineffective as a limitation upon the power given by the Legislature under the franchise granted to the defendant. Even if the Board of Aldermen had power to limit its permission for thirty years, that limitation applied only to the right to lay pipes."

City of New York v. N. Y. Mutual Gas Light Co., 135 App. Div., 260, 267-8; aff'd. 207 N. Y., 647.

4. In Dusenberry v. N. Y. etc. Traction Company (*supra*), the Court said (p. 270):

"Where the Legislature, in the exercise of its sovereign power, has regulated the subject matter, it is not competent for other persons charged with the duty of giving consent to the performance of a particular act to impose other or different conditions."

The Towns, accordingly, had no authority to grant a municipal consent to lay mains, which was not perpetual.

In various cases the power of municipalities to impose conditions and limitations has been expressly conferred by statute and recognized by the Courts. For instance, L. of 1854, Ch. 140, Sec. 2, gave to common councils of cities the power to grant the right to construct railroads in the City of New York "upon such *terms, conditions and stipulations,* in relation thereto, as such common council may see fit to prescribe."

The effect of this Act was construed in People v. O'Brien (111 N. Y., 1, 30). In various cases, however, even under the broad power given by such statutes, conditions, which the municipalities have attempted to impose, have been held to be unauthorized and void.

Mayor v. Second Ave. R. R. Co., 32 N. Y., 261;
Beekman v. Third Ave. R. R. Co., 153 N. Y., 144;
Potter v. Collis, 156 N. Y., 16; aff'g. 19 App. Div. 392, 399.

By Chapter 922, L. 1867, the Board of Town Officers of the Town of West Farms, consisting of the Supervisor, Justices of the Peace and Town Clerk of the Town, were given power to provide for erecting, maintaining and lighting street lamps in the town.

On December 27, 1869, the said Board of Town Officers entered into a contract with the Westchester County Gas Light Company, by which that Company agreed to light with gas all street lamps then erected or which should thereafter be erected in the town, to furnish the gas, and light and extinguish the lamps for the term of one year.

By L. 1870, Chap. 572, passed May 2, 1870, the powers of the Board of Town Officers of the Town of West Farms in regard to lighting the streets were still further enlarged.

On November 5, 1870, the Board of Town Officers of the Town of West Farms, entered into a contract with the Suburban Gas Light Company, by which that Company agreed to construct a plant for the manufacture of coal gas and to "lay mains for the distribution of the said gas through and in such graded and regulated streets and highways of said Town," as the said Town Officers "may order to be lighted with public lamps, and to light with a good quality of coal gas all the street lamps now erected or which shall be hereafter erected by said" Town "in any lamp district established in said Town of West Farms or which shall be established hereafter therein, * * * until the expiration of the term of ten years from the first day of January" 1871.

The contract further stated that, in consideration of the covenants of the Suburban Gas Light Company "and for the benefits to the property of the Town that will arise by reason of having therein a supply of gas for lighting public and private buildings, and as an inducement to" the Suburban Gas Light Company "to make the expenditures necessary for the erection of said manufactory and *laying said mains,*" the Town agreed to pay the Gas Company, for ten years, at the rate of $50 per year for each lamp lighted. The Board of Town Officers of the Town of West Farms were advised by counsel that they were authorized to enter into this contract.

On March 4, 1867, the Board of Trustees of the Town of Morrisania entered into a contract with the Westchester County Gas Light Company, by which that Company agreed to light with gas all the public lamps then erected or which *should thereafter be erected* by the Town of Morrisania, and to furnish gas and light and extinguish the lamps for one year. This contract was made pursuant to authority theretofore conferred on the said Board of Trustees by L. 1864, Chap. 277, Sec. 29 and by L. 1866, Chap. 733, Sec. 3, creating the said Board of Trustees and giving them the power to provide for erecting, maintaining and lighting street lamps in the Town.

These statutes were further amended by L. 1869, Chap. 184, Sec. 3, giving the Board of Trustees the power to raise money by tax, among other things, "for maintaining street lamps and lighting same *with gas* in the streets, roads or highways in said town," and by L. 1870, Chap. 691, Secs. 6 and 9, passed May 6, 1870, containing similar provisions.

On December 23, 1870, the Board of Trustees of the Town of Morrisania and the Westchester County Gas Light Company entered into a contract by which the Company agreed to light the public lamps erected or thereafter to be erected in the town of Morrisania with a good quality of coal gas. The contract contained the following clause:

"And it is further understood and agreed that said parties of the second part shall from time to time extend their pipes, called the mains of the Company, in and along all the streets, avenues and public places that have been properly graded of the said town, as and where street lamps shall hereafter be erected by competent authority; provided that the said parties of the second part shall not be compelled to expend in the laying and extending said mains as aforesaid a sum not exceeding $10,000 in any one year of said term."

The Board of Trustees of the Town of Morrisania were advised by several opinions of counsel that they had power to enter into this contract.

Copies of these contracts appear in the Report of the Commissioner of Public Works for the last quarter of 1876. They constituted a clear recognition by the town officers of the Towns of West Farms and Morrisania that the Suburban Gas Light Company and the Westchester County Gas Light Company had a right to lay mains after the expiration of the periods during which the grants to Robert Campbell & Company were to be exclusive. Those exclusive periods expired on March 7, 1879, and March 22, 1879, and the contracts in question continued in effect for nearly two years thereafter. The contracts, therefore, constitute the clearest sort of a contemporary construction by the parties to the Campbell Grants that they were not limited to a period of twenty years; and they also amount to new and confirmatory municipal consents of the municipal authorities to the Suburban Gas Light Company to lay its mains in the Town of West Farms and to the Westchester County Gas Light Company to lay its mains in Morrisania.

The consent of the municipal authorities to the laying of mains by these Companies and their predecessors in the territory, in which they operate, has also been shown in various other ways:

For a period of over fifty years, these Companies have laid their mains, installed services and constructed their plants at an enormous expense, relying upon the various acts, showing the consent of the municipal authorities. Without such consent, the value of this great property would be destroyed.

People *ex rel.* Metropolitan St. Ry. Co. v. Board of Tax Commrs., 174 N. Y., 417, 441.

Under these circumstances, even if there never had been any consent of the municipal authorities except by acquiescence, The City of New York would now be estopped to deny the right of these Companies to maintain and operate their mains already laid, and to lay additional mains, so as to render adequate service throughout this district. The new investment of the Central Union Gas Company in gas property, since its incorporation in 1897, including land, manufacturing plant, holders, street mains, services, meters, gas appliances, tools, etc., is the sum of $4,172,826.30, of which $742,799.47 represents the net investment in mains and $164,932.74 represents the net investment in services during the same period, ending November 30, 1913. The amounts spent annually in extensions of mains and services prior to the organization of that Company in 1897, cannot be stated from the records of the Company, but the Reports of the Commissioner of Public Works contain statements of miles and feet of mains laid, from which the followng table has been compiled:

Gas Mains Laid Each Year by the Central Gas Light Company, the Suburban Gas Light Company and the Northern Gas Light Company, from 1874 to 1900, Inclusive, and Total Miles in Streets at the End of Each Year, as Shown by the Reports of the Commissioner of Public Works of The City of New York.

	Central Gas Light Company.			Suburban Gas Light Company. Northern Gas Light Company.		
	Mains Laid in Year.	Total Mains at End of Year.		Mains Laid in Year.	Total Mains at End of Year.	
	Feet.	Miles.	Feet.	Feet.	Miles.	Feet.
1874.....	....	34	4918	....	15	505
1875.....	6055	36	4130	....	15	505
1876.....	....	36	4130	10560	21	2650
1877.....	1100	37	....	....	21	2640
1878.....	17310	40	1470	1320	21	3960
1879.....	11413	42	2323	16830	24	4950
1880.....	4435	42	2481	....	24	4950
1881.....	7300	44	4501	2640	25	2310
1882.....	12864	47	1525	2100	21	4410
1883.....	6376	48	2621	3100	22	2230
1884.....	7743	49	5084	7600	23	4550
1885.....	2253	50	859	10500	25	4990
1886.....	3556	50	4415	3750	29	3460
1887.....	8723	52	2578	12600	30	3780
1888.....	8281	53	628	11260	33	4151
1889.....	9757	54	5105	3200	34	2071
1890.....	2677	55	2502	1650	34	3721
1891.....	21045	59	3427	22200	37	4281
1892.....	12921	63	5158	4808	38	2859
1893.....	15816	65	1227	3200	37	1289
1894.....	16397	62	5158	....	36	269
1895.....	17041	65	4059	26050	38	1159
1896.....	29678	69	2598	23344	42	3383
1898.....	....	..	....	739	43	42

Since the Central Union Gas Company was organized, the number of feet of mains laid and their cost and the cost of services laid, which mains and services were laid under the belief that the Company had a perpetual municipal consent and would not have been laid had there not been such consent, were as follows:

Central Union Gas Company.

Year.	No. of Feet of Mains Laid.	Cost of Mains Laid.
1898.....	31,675	$43,927 75
1899.....	31,615	20,429 02
1900.....	21,058	13,873 76
1901.....	30,536	50,271 05
1902.....	20,944	21,272 96
1903.....	9,055	14,393 90
1904.....	78,126	181,357 82
1905.....	7,768	21,217 53
1906.....	24,755	30,743 06
1907.....	36,621	103,781 47
1908.....	18,097	31,780 82
1909.....	34,266	38,906 77
1910.....	25,284	44,795 62
1911.....	22,048	64,248 69
1912.....	11,881	28,568 34
11 mos. to Nov. 30, 1913.....	18,976	33,230 91
	422,705	$742,799 47
Cost of services laid during same period.....		164,932 74
		$907,732 21

The new investment of the Northern Union Gas Company in gas property, including land, manufacturing plant, holders, street mains, services, meters, gas appliances, tools, etc., from its organization to Nov. 30, 1913, is the sum of $1,439,736.92, of which $542,147.68 represents the net investment in mains and $128,472.79 represents the net investment in services. The yearly investment in mains and the total investment in services since the organization of the Company is shown in the following table:

Northern Union Gas Company.

Year.	Cost of Mains Laid.
1899.....	$25,603 69
1900.....	12,309 34
1901.....	14,333 41
1902.....	13,086 09
1903.....	6,287 65
1904.....	158,111 81
1905.....	20,569 06
1906.....	44,586 02
1907.....	21,516 42
1908.....	31,699 38
1909.....	19,234 38
1910.....	39,899 49

Year.	Cost of Mains Laid.
1911	38,665 62
1912	62,837 86
11 mos. to Nov. 30, 1913	33,407 46
	$542,147 68
Cost of services laid during the same period	128,472 79
	$670,620 47

As has been said recently, in a somewhat similar case:

"The City is bound by the same rule of equitable estoppel as individuals, and where, as in this case, several millions of dollars have been expended and invested by the Company in good faith, in reliance upon the validity of the ordinance in question, and for the public benefit and welfare of the inhabitants of the City, good faith and honest dealing, in view of these considerations, as well as the subsequent ordinances and legislative modifications of the City Charter, should estop the City from now asserting that the Tramway Company acquired no rights under said ordinance."

City of Denver v. Mercantile Trust Co. of N. Y., 201 Fed., 790, 803 (Nov. 1912), MUNGER, D. J.

Numerous resolutions have also been adopted from time to time by the Common Council or the Board of Aldermen, directing the Commissioner of Public Works to cause designated portions of streets to be lighted and gas mains to be laid therein. One such resolution specifies the name of the Company, by which streets are to be lighted:

"Resolved: That the Central Gas-Light Company be and is hereby directed to cause the lamps in One Hundred and Thirty-eighth street, from North Third Avenue to the East River, or Sound, to be properly lighted during the night-time.

"Adopted by the Board of Aldermen, June 15, 1885.

"Approved by the Mayor, June 24, 1885."

Many other resolutions to the same general effect do not mention the name of any company, and are in the following form:

"Resolved: That gas mains be laid, lamp-posts erected, street lamps placed thereon and lighted in Minford Place, from Jennings Street to a point about three hundred feet north, under the direction of the Commissioner of Public Works.

"Introduced by Alderman Randal on November 24th, 1896.

"Called up by the Vice-President of the Board on December 1st, 1896, and passed.

"Adopted by the Board of Aldermen, December 1st, 1896.

"Approved by the Mayor, December 15th, 1896."

In nearly every case, such resolutions were followed by an order of the Superintendent of Lamps and Gas, the head of a Bureau of the Department of Public Works, addressed to the Company or to its predecessor as follows:

"Department of Public Works, Bureau of Lamps and Gas, No. 150 Nassau St., New York, Sept. 22nd, 1897.

"WM. R. BEAL, Esq., Pres't Central G. L. Co.:

"Dear Sir—You will please cause the following gas lamps to be fitted up and lighted in Minford Pl. from Jennings St. to 300 ft. North of Jennings St. 1 lamp N. W. Cor. Charlott St. 1 lamp on E. S. bet. Jennings St. and 24th Ward Line. As per diagram.

"Yours respectfully, S. MCCORMICK, Supt. Lamps & Gas.

"Order 2037."

As there were no other Gas Companies doing business in their respective districts except the undersigned Companies, the resolutions of the Board of Aldermen applied, of course, to them and constituted the consent of the municipal authorities to the laying of mains by them.

There are approximately 566 of such resolutions, from 1875 to 1904 inclusive, of which 250 relate to the Central Union Gas Company or its predecessors, and 316 relate to the Northern Union Gas Company or its predecessors. The number of such resolutions adopted each year, from 1875 to 1904, inclusive, is shown in the following table:

Number of Approved Resolutions of Board of Aldermen Each Year from 1875 to 1904, Inclusive, Directing the Commissioner of Public Works to Order the Laying of Mains and Lighting of Streets in Territory Covered by City Contracts for Public Lighting With

Year.	Central Gas Light Company of New York City.	Suburban Gas Light Company.
1875	..	4
1876	3	2
1877	2	1
	Northern Gas Light Company of New York City.	
1878	11	4
1879	5	..
1880	11	1
1881	14	12
1882	14	18
1883	13	13
1884	4	8
1885	8	12
1886	12	10
1887	9	10
1888	7	15
1889	3	1
1890	14	15
1891	13	21
1892	13	13
1893	20	23
1894	27	18
1895	15	35
1896	14	31
	Central Union Gas Company.	Northern Union Gas Company.
1897	9	35
1900	5	3
1903	..	1
1904	4	10

In 1897, the Board of Aldermen were deprived of power to grant municipal consent to the exercise of a perpetual franchise (Sec. 73, Chap. 378, L. 1897).

The Board of Aldermen must be presumed to have had cognizance of this practice of a City Department, running through a long period of years, and fully described in the Reports of the Commissioner of Public Works to the Mayor, which were printed in the CITY RECORD, as was required by Sec. 27, Ch. 335, L. 1873; Sec. 49, Ch. 410, L. 1882, and Ch. 62, L. 1887. The operations of the companies was also set forth fully in the said Reports. That the Board had actual notice of the ten year contract, dated November 5, 1870, between the Town Board of West Farms and the Suburban Gas Light Company, a predecessor of the Northern Union Gas Company, appears from a resolution of inquiry into that contract adopted April 10, 1877, approved by the Mayor April 18, 1877 (Resolutions approved by the Mayor, 1877, p. 90). That it had actual knowledge of a contract between the City and the Central Gas Light Company, a predecessor of the Central Union Gas Company, appears from the resolution quoted *ante* (p. 15), directing the Central Gas Light Company, by name, to light lamps in 138th Street.

The City of New York and its predecessors, the Towns of West Farms and Morrisania, have, therefore, given their consents to the laying of mains by these Companies and their predecessors in the districts in which these Companies now operate, by numerous acts hereinbefore referred to, the significance of which cannot be called in question.

No particular method of giving the municipal consent is prescribed by the Legislature. It need not be in writing. Any such conduct on the part of the municipality as is equivalent to acquiescence in the use of the streets by a corporation having the legislative authority will be held to constitute the statutory municipal consent.

People *ex rel.* N. Y. & Richmond Gas Co. v. Cromwell, 89 App. Div. 291;
Wakefield v. Village of Theresa, 125 App. Div., 38 (1908);
People *ex rel.* Brooklyn Union Gas Co. v. Littleton, 110 App. Div., 728, 729; aff'd. 185 N. Y., 605;
People *ex rel.* United Natural Gas Co. v. Priest, 70 Misc., 69;
People v. Union Gas Co., 254 Ill., 395, 418.

1. In the case of the New York and Richmond Gas Company, a gas company had been organized in 1856, under the General Gas Act of 1848. The Company had been engaged for nearly half a century in supplying gas to the inhabitants of the town specified in the certificate of incorporation. In 1903, the municipal authorities refused to grant permission to the successor of this company to lay mains in certain streets not previously occupied. Upon application to the Court, a peremptory writ of mandamus was issued, requiring such permission to be given, although it was not shown that there had ever been any formal consent on the part of the municipal authorities to lay the mains. The Court held that such authority would be implied from the acquiescence of the local authorities in the conduct of the business of the Company; and it reached this conclusion, for the reason that authority to lay conductors was conferred by the General Gas Act, above quoted, which did not prescribe the form of the municipal consent or even require it to be in writing, and that the consent could, therefore, properly be inferred from the failure to object. In reaching this conclusion, the Court followed the principle recognized by the Court of Appeals in Jennings v. Van Schaick (108 N. Y., 530, 532), where it was held proper to infer municipal permission to construct an opening in the sidewalk, from an acquiescence of eighteen years, without objection.

2. In Wakefield v. Village of Theresa, a contract had been entered into between the Village and certain individuals, whereby the privilege of occupying the streets with wires and poles for electric lighting was granted, for a period of five years, with privilege of renewal. After the expiration, in 1900, of the five years, there was no formal renewal, but the business was continued and extended. Subsequently, in 1906, the Village determined to construct a lighting plant of its own, and notified the owners of the private lighting plant to remove their poles and wires from the streets. Held, that this could not be done, owing to the acquiescence on the part of the Village. In regard to this, the Court said (p. 42):

"It is claimed that the privilege expired in 1900 by the terms of the contract. The plaintiffs did not become vested with the title to the plant until 1903, and it was then in operation with the acquiescence of the defendant. They equipped the plant, adding to it materially, and the claim was not then made that a renewal of the contract was essential to give validity to the privilege of keeping the poles and wires in the streets. The contract contemplated the extension of the franchise beyond the five year period, unless the municipality elected to purchase the appliances. In a rather loose way, and yet with the approval of all parties, the plaintiffs have continued to avail themselves of their franchise, from year to year, without any formal renewal. Consequently, it is too late now for the defendent to make the omission to renew the agreement a ground for impeaching its validity, or to claim that the plaintiffs are in the streets unlawfully."

The same principle is recognized in other States.

Atlanta v. Gate City Gas Light Co., 71 Ga., 106;
Spokane Street R. Co. v. Spokane Falls, 6 Wash., 521; 33 Pac., 1072;
Chicago v. Union Stockyards Co., 164 Ill., 224.

3. In the Brooklyn Union Gas Company case, *supra,* it appeared that on March 1, 1897, the Common Council of the City of Brooklyn adopted the following resolution:

"*Resolved:* That the Commissioner of City Works be and he hereby is, authorized and directed to award and execute contracts with the Brooklyn Union Gas Company for lighting the streets and public buildings with gas for a term of 5 years from January 1, 1897, in accordance with proposals submitted to this Board by said Commissioner, on February 8, 1897, the expense for the same to be charged to the account of Lighting Streets, Gas for Public Buildings, Fire Department, Police Department, etc., provided, however, that the contracts shall provide for the reduction in prices to private consumers, as stated in the bids."

Thereafter, the Commissioner of City Works, acting under the above Resolution of the Common Council, entered into a contract with the Brooklyn Union Gas Company for the supply of gas to the City, for a specified period of five years, to end December 31, 1901. The Gas Company performed its contract; and during the period mentioned, the officials of the City of Brooklyn and of its successor, the City of New York, having in charge the lighting of streets in that portion of the City of New York which was the old Town of Flatlands, to which the contract related, from time to time, called upon the Company to light streets in that territory.

Thereafter, and in 1905, more than three years after the expiration of the lighting contract, the Commissioner of Public Works refused to permit the Company to open the streets in the old Town of Flatlands. The Company made an application for a peremptory writ of mandamus to compel the granting of such permit. The Court held that the resolution of the Common Council, above mentioned, constituted a municipal consent to the operation of the franchise granted to the Company by the State; that this consent was operative after the expiration of the contract, and that the term of the contract was not a limitation of the consent.

The resolution, which thus operated as a municipal consent, was a direction to the Commissioner of City Works to execute a lighting contract for five years. Lighting contracts between the Mayor, Comptroller and Commissioner of Public Works, on behalf of the City of New York, and the Central Gas Light Company, and similar contracts between these officials, on behalf of the City of New York and the Northern Gas Light Company, have been executed for the following periods:

Jan. 1, 1881—Apr. 30, 1881	May 1, 1889—Apr. 30, 1890
Apr. 30, 1881—May 1, 1882	May 1, 1890—Apr. 30, 1891
May 1, 1882—Apr. 30, 1883	May 1, 1891—Dec. 31, 1891
May 1, 1883—Apr. 30, 1884	Jan. 1, 1892—Dec. 31, 1892
May 1, 1884—Apr. 30, 1885	Jan. 1, 1893—Dec. 31, 1893
May 1, 1885—Apr. 30, 1886	Jan. 1, 1894—Dec. 31, 1894
May 1, 1886—Apr. 30, 1887	Jan. 1, 1895—Dec. 31, 1895
May 1, 1887—Apr. 30, 1888	Jan. 1, 1896—Dec. 31, 1896
May 1, 1888—Apr. 30, 1889	Jan. 1, 1897—Dec. 31, 1897

After 1897, similar contracts with the Central and Northern Union Companies were executed on behalf of the City of New York by the Commissioner of Public Buildings, Lighting and Supplies (Chap. 378, L. 1897, Sec. 573) for the years 1898, 1899, 1900, 1901, 1902 and 1903.

Some of these contracts contained clauses similar to the following (See Report of the Department of Public Works for the last quarter of 1882, p. 154 and p. 109 of Report of 1884):

"B. And it is further agreed that the said parties of the first part shall have the right to order the pipes or conductors of the party of the second part to be extended and new lamps to be erected in and along all the streets, avenues and public places within the limits aforesaid or adjacent thereto."

The contracts for 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, and perhaps, also, contracts for other years, contained the following clause:

"And it is further agreed that the said party of the second part shall have the right to lay pipes at any time" (during the continuance of the contract) "upon giving forty-eight hours' written notice to the Department of Public Works of its intention to break up or open any street."

(See Reports of Department of Public Works—as, for instance, Report for Last Quarter of 1880, p. 97).

Whenever, prior to the adoption of the Greater New York Charter, the Board of Aldermen adopted a resolution that gas mains be laid and street lamps lighted under the direction of the Commissioner of Public Works, it must have been intended that such work was to be done under an existing contract between the City and a gas company, because the Commissioner of Public Works had no power to enter into a contract for street lighting, that being within the exclusive jurisdiction of the Mayor, Comptroller and Commissioner of Public Works (Chap. 335, L. 1873, Sec. 73; Chap. 125, L. 1878; Chap. 478, L. 1879; Sec. 69, Consolidation Act of 1882). The directions

of the Board of Aldermen to light streets under these contracts was a ratification of the contracts, so that these resolutions were the same quality of municipal consent as the resolution of the Common Council of Brooklyn in the Brooklyn Union case (*ante*, p. 30); in other words, each resolution was an express consent of municipal authorities having power to consent, and each resolution was a grant of a perpetual franchise to one or the other of these two companies, precisely as it was decided to be a grant in the Brooklyn Union case.

Consent to an act may be shown as well by mere failure to object thereto as by an affirmative concurrence therein. If one does an act to another with his full knowledge and the other does not object, the act is surely done with his consent. This is not a claim of a prescriptive right in the streets by adverse possession. It is a claim of a municipal consent under the statute to the laying of mains by the "municipal authorities" having power thereunder to give their consent. The municipal consent is evidenced by their knowledge of the acts done, by their failure to object thereto, and, to some extent, by their express concurrence therein.

This is in accordance with the well recognized meaning of the word "consent."

The Latin word from which it is derived refers to a mental attitude, but not to any outward expression of that mental attitude. The meaning of the Latin word *"consentire"* is illustrated by the Latin adage, *"Qui tacet consentire videtur."*

Webster gives the following definition:

"Voluntary accordance with what is done or proposed to be done by another; concurrence with another in action; acquiescence; compliance."

The Encyclopedic Dictionary gives the following definitions, among others:

"Voluntary compliance or agreement with any person or thing; concurrence; acquiescence.

"A tendency, inclination or joint operation towards one point or object."

Bouvier's Law Dictionary gives the following definitions:

"(Lat. *con*, with, together, *sentire*, to feel). A concurrence of wills.

"Express consent is that directly given, either *viva voce* or in writing.

"Implied consent is that manifested by signs, actions or facts, or by inaction or silence, which raises a presumption that a consent has been given.

"Consent supposes a physical power to act, a moral power of acting, and a serious, determined and free use of those powers."

The Courts have recognized that consent may be implied from passive acquiescence.

Husted v. Mathews, 77 N. Y., 388;
National Wall Paper Co. v. Sire, 163 N. Y., 122.

These cases were decided under the Mechanics' Lien Law, making land upon which improvements are made with the consent of the owner subject to a lien in favor of persons furnishing materials.

In Husted v. Mathews, the Court said:

"In the absence of any objection, her silence may, as in other cases, be deemed sufficient evidence of assent."

In National Wall Paper Co. v. Sire, the Court of Appeals lays down the following rule, under the Mechanics' Lien Law:

"We may, therefore, fairly deduce from the decisions of this Court upon the question now under consideration the following propositions: (1) That no express consent is necessary on the part of the owner in order to bring the case within the statute providing for mechanics' liens. (2) That a consent may be implied from the conduct and attitude of the owner with respect to the improvements, which are in process of construction upon his premises. (3) The facts from which the inference of consent is to be drawn must be such as to indicate at least a willingness on the part of the owner to have the improvements made or an acquiescence in the means adopted for that purpose, with knowledge of the object for which they are employed. (4) The omission of the owner to object to improvements made upon his premises by a tenant, when he has knowledge of the circumstances under which they are being made, is always an important fact bearing upon this question."

The City is estopped from denying the existence of municipal consents in these Companies by its receipt of special franchise taxes, assessed on franchises in West Farms and Morrisania, which the Companies have been compelled to pay. Such payments have been as follows:

Franchise Taxes Paid by Northern Union Gas Company.

Year.	Assessed Value.	Amount of Tax.
1900	$302,805 00	$6,806 16
1901	308,870 00	7,157 53
1902	307,530 00	6,991 51
1903	431,650 00	6,102 12
1904	489,500 00	7,408 19
1905	934,500 00	13,928 82
1906	890,000 00	13,162 21
1907	890,000 00	13,216 41
1908	890,000 00	14,365 22
1909	890,000 00	14,934 55
1910	990,000 00	19,336 90
1911	1,023,000 00	18,947 28
1912	1,183,000 00	21,648 90
1913	1,410,500 00	25,530 05
		$189,535 85

Franchise Taxes Paid by Central Union Gas Company.

Year.	Assessed Value.	Amount of Tax.
1900	$642,532 00	$14,442 21
1901	724,450 00	16,787 92
1902	745,040 00	16,938 04
1903	1,077,790 00	15,236 39
1904	1,350,130 00	20,433 14
1905	1,691,000 00	25,204 52
1906	1,424,000 00	21,059 54
1907	1,424,000 00	21,146 26
1908	1,424,000 00	22,984 36
1909	1,424,000 00	23,895 28
1910	1,575,000 00	27,686 92
1911	1,627,500 00	28,033 36
1912	2,002,000 00	36,636 60
1913	2,093,000 00	37,833 30
		$328,317 84

The City cannot at the same time require the payment of taxes on special franchises and insist that there are no franchises. Mere use and occupation of the streets, or neglect to oust the companies from the streets, is not taxable as a franchise.

People *ex rel.* Retsof Mining Co. v. Priest, 75 App. Div., 131; aff'd. 175 N. Y., 511.

It has been held in the case of a Gas Company operating in New York City that the imposition of a special franchise tax precludes the City from disputing that the Company possesses a secondary franchise or consent.

Consolidated Gas Co. of N. Y. v. City of New York and others, 157 Fed., 849, 880.

In that case Hough, J., said:

"I do think, however, that the possession of the secondary franchise or right to lay and maintain mains in the major portion of the City of New York can and should be inferred in complainant from the undisputed fact that it long has been, and still is, being taxed upon those very rights. Of course, it is not proof of ownership, any more than paying taxes upon real estate is proof of title to land; but where the tax is laid *in personam* and not *in rem*, and by the same authority which now questions the existence of the franchise, it is, I think, conclusive proof of complainant's actual enjoyment of the rights secured by the alleged franchises."

On December 23, 1876, the following Resolution of the Common Council of the City of New York was adopted:

"Resolved: That permission be and is hereby given to all incorporated Gas-Light Companies to lay gas mains and pipes in the streets, avenues and public places in this City for the purpose of supplying gas to this City and its inhabitants, upon such conditions as may be prescribed and approved by his Honor, the Mayor, the Comptroller and the Commissioner of Public Works, who are now by law authorized to make provisions for lighting the streets of this City.

"Adopted by the Board of Aldermen December 21, 1876.

"Approved by the Mayor December 23rd, 1876."

At the time this Resolution was adopted, the Northern Gas Light Company, the immediate predecessor of the Northern Union Gas Company and the Central Gas Light Company, the immediate predecessor of the Central Union Gas Company, were incorporated Companies operating in the City of New York. Each of these Companies accordingly acquired, by virtue of this Resolution, a municipal consent for the territory included in the City of New York. Their rights thereunder, as already stated (*ante*, pp. 8-9), were conveyed, with their other franchises, to the now existing Companies respectively.

This municipal consent has been expressly ratified both by the Legislature (L., 1885, Ch. 530, Sec. 2) and by the Board of Aldermen. The Resolution of December 23, 1876, was repealed on August 18, 1884, by a Resolution of the Board of Aldermen, which expressly provided that the repeal should not "prejudice or affect any *right, interest, privilege or power* which has heretofore arisen, accrued or been conferred by the said ordinance or resolution."

The right of the Northern Union Gas Company, as the successor by merger of the Wakefield Gas Light Company and of the Williamsbridge Gas and Electric Company, to lay its mains within the limits of the former villages of Wakefield or South Mount Vernon, Eastchester and Williamsbridge, is not in dispute, as the validity of the municipal consents, granted by those villages, and now owned by the Northern Union Gas Company, has been recognized in an opinion of Hon. George L. Rives, then Corporation Counsel, dated October 3, 1902.

It is submitted, therefore, that the undersigned Companies have a perpetual right to lay their mains in all the districts in which they respectively operate, under the municipal consents granted by the former Towns of Morrisania and of West Farms, which have been acquiesced in by the City of New York for over fifty years, and under the numerous other acts of the said Towns and of the City of New York, which also constitute the municipal consent required by the Statute, and that, for this reason, they do not require a new municipal consent to their continuing to conduct their operations in those districts. Yours respectfully,

CENTRAL UNION GAS COMPANY, by W. H. BRADLEY, President; NORTHERN UNION GAS COMPANY, by M. M. GRAHAM, Vice-President.

In re Westchester Lighting Company, Kingsbridge District.

Mount Vernon, N. Y., February 20, 1914.

To the Board of Estimate and Apportionment of The City of New York, 277 Broadway, New York City:

Gentlemen—In compliance with the Resolution of October 16, 1913, the Westchester Lighting Company begs leave to advise your Honorable Board as follows:

The Westchester Lighting Company was organized on or about November 2, 1900, under and pursuant to the provisions of Article VI., Chap. 566 of the Laws of 1890, being Chap. XL of the General Laws of the State of New York, entitled: "The Transportation Corporations Law," for the purpose, among other things, of manufacturing and supplying gas for lighting the streets and public and private buildings of cities, villages and towns of the State of New York, and particularly of the Counties of New York and Westchester.

Thereafter, and on or about November 30, 1900, eleven gas and electric corporations, including the Yonkers Gas Light Company, became and were merged into and with the Westchester Lighting Company and, by such merger, the Westchester Lighting Company acquired all of the property, privileges and franchises of the said corporations, including a franchise granted to the said Yonkers Gas Light Company by the Town Officers of the Town of Yonkers, in May, 1862, as hereinafter stated.

The Yonkers Gas Light Company was incorporated April 14, 1854, under and pursuant to the General Gas Act (Chap. 37, L. of 1848), for the purpose of manufacturing and supplying gas to the Town of Yonkers and the inhabitants thereof, and, soon after its incorporation, began operations in a hamlet, which was incorporated in May, 1855, as the Village of Yonkers and constituted a smaller part of the Town of Yonkers than was later incorporated into the City of Yonkers. Thereafter, and in or about the year 1862, the Company received requests for gas from the inhabitants of the Village of Riverdale, in the southerly portion of the Town of Yonkers, and immediately proceeded to comply with such request and applied to the Town Officers of the Town of Yonkers for their consent and, in May, 1862, in pursuance of the provisions of the Act authorizing the formation of gas light companies, under and pursuant to which the Yonkers Gas Light Company was incorporated, as above stated, received the following written consent of the said Town Officers to lay pipes or conductors for conducting gas through any or all of the roads, streets, lanes, alleys or squares of the said Town of Yonkers, to wit:

"The undersigned, town officers of the Town of Yonkers, in pursuance of the provisions of the general Act to authorize the formation of Gas Light Companies, hereby consent that the Yonkers Gas Light Company may lay pipes or conductors for conducting gas through any or all of the roads, streets, lanes, alleys or squares of the said Town of Yonkers, subject only to such reasonable regulations as the authorities of said Town may presribe.

"Witness our hands at the said Town of Yonkers, this day of May in the year of our Lord eighteen hundred and sixty-two.

JAMES L. VALENTINE, Supervisor; LYMAN COBB, JR., G. L. ANDREWS, JNO. CRISFIELD, Justices of the Peace; A. R. VAN HOUTEN, Town Clerk; GILBERT TAYLOR, DAVID HORTON, Commissioners of Highways.

Immediately after the granting of this consent, the Yonkers Gas Light Company, as appears from its records, began the extension of its mains over, along and through various highways of the said Town of Yonkers, and particularly in that portion thereof known as Riverdale, which, as hereinafter stated, now forms a part of the Borough of The Bronx.

On or about June 1, 1872, the northerly portion of the Town of Yonkers was incorporated into the City of Yonkers and thereafter, and in November, 1872, the Board of Supervisors of Westchester County, at their annual meeting, held at White Plains, as appears by Chap. 873 of the Laws of 1873, and while the Yonkers Gas Light Company was operating in the said territory, set off and separated all that portion of the Town of Yonkers, lying south of the southerly line of the City of Yonkers, being all that part of the Town of Yonkers not comprised within the limits of the City of Yonkers, and erected the same into the Town of Kingsbridge.

Thereafter, by Chap. 613, Laws of 1873, as amended by Chap. 329, Laws of 1874, the territory comprised within the limits of the Town of Kingsbridge, in the County of Westchester, was set off from the County of Westchester and annexed to, merged in and made a part of the City and County of New York and now constitutes a part of the Borough of The Bronx, in the said City.

The written instrument, by which the said consent of the Town Officers of the Town of Yonkers was evidenced, has been, however, mislaid or destroyed, but the fact that it was granted and its terms can be established beyond the possibility of a doubt. The instrument in question was for many years kept in the safe in the Company's office in the City of Yonkers and during that time was frequently referred to and handled by the Company's officers and other persons in the Company's employ.

Some years ago it was learned that the instrument was missing and it is generally believed that it was misplaced, lost or destroyed, in or about 1893, during a fire on the premises adjoining those of the Yonkers Gas Light Company, when it became necessary to remove all of the Company's books and papers hastily from the said office, firemen and strangers taking part and mainly doing the work of removal. Diligent search was thereafter made for the said instrument, but without success; and the Company has, accordingly, perpetuated the testimony of the persons who, for many years, had the custody of the written instrument by which said grant was evidenced, a copy of which testimony is submitted herewith.

On *December* 5, 1878, Thomas C. Cornell, President of the Yonkers Gas Light Company, enclosed to S. McCormick, Superintendent of Lamps and Gas for the City of New York, a copy of the consent of the Town Officers, hereinbefore referred to, and called his attention to the boundaries of the territory covered by the grant in question. A copy of the letter follows:

"Office Yonkers Gas Light Company, Yonkers, N. Y., 5th Dec., 1878.

"Dear Sir—I inclose to you herewith a copy of authority given to us to lay gas pipes in any of the streets or public places of the Town of Yonkers. This you will see was in 1862, and is signed by all the town officers.

"In 1862, and for years afterwards the town of Yonkers was bounded on the south by Spuyten Duyvil Creek from the Hudson River easterly to the line of West Farms about 800 or 1000 feet east of the bridge at Kingsbridge. The portion of this district annexed to New York was of course taken subject to this grant. Yours very truly, THOS. C. CORNELL.

"S. McCORMICK, Esq., Supt. Lamps, etc., City Hall, New York."

The original letter, together with the enclosure, are now in the possession of the Corporation Counsel of the City of New York, the enclosure having been marked, in the proceedings perpetuating the testimony of Messrs. Scrugham, Marsden and McIntyre, "City's Exhibit A," for identification.

On *December 27*, 1878, Mr. McCormick forwarded to Commissioner Campbell a copy of the consent in question and stated that a Resolution had been received at his office, adopted by the Board of Aldermen on November 26, 1878, and approved by the Mayor December 5, 1878, directing that gas mains be laid and lamps erected and lighted in Albany Avenue, McComb Street and Broadway, and that the only gas mains in that territory were those laid by the Yonkers Gas Light Company under a permit or grant given to the said Company by the Town Officers in 1862, and that no permission had been given any other Company to lay gas mains in that section; and recommended that the order for lighting the streets mentioned be given to the Yonkers Gas Light Company or lie over until the expiration of the contract for Riverdale, on May 1 following. A letter-press copy of Mr. McCormick's letter to Commissioner Campbell can be found in the letter-press book of the Department of Public Works, Bureau of Lamps and Gas, for the year 1878, now on file in the Department of Water Supply, Gas and Electricity. For the convenience of your Board, however, we quote below a copy of the letter in question.

"DECEMBER 27, 1878.

"*Hon.* ALLEN CAMPBELL, *Commissioner of Public Works.*

"Sir—A resolution has been received at this office, which was adopted by the Board of Aldermen on November 26 and approved by the Mayor December 5, directing that gas mains be laid and lamps erected and lighted in Albany Avenue, MacComb Street and Broadway.

"These streets are in the southwest section of the 24th Ward and were formerly in the Town of Yonkers and later in Kingsbridge. In November, 1872, the Town of Yonkers was divided and the southerly portion was erected and created the Town of Kingsbridge (Chap. 873 L. 1873) and the streets above named were in the Town of Kingsbridge until the annexation of said Town, Morrisania and West Farms to this City.

"The only gas mains in that territory are those laid by The Yonkers Gas Light Company under a permit or grant given to the said Company by the *Town Officers* in 1862, a copy of which is hereto annexed; and no permission has been given to any other Company to lay gas mains in this section.

"The grant given to the Suburban Gas Light Company (now the Northern) by the Town Officers of West Farms, covers only that portion of the now 24th Ward, which was formerly known as West Farms, and hence this Company has no authority or right to lay mains in the adjoining territory until the consent of the *City Authorities* shall have been first obtained.

"This Northern Gas Company is now very anxious to lay mains and erect and light lamps on the streets before mentioned and is desirous of obtaining an immediate order to do the work. As is well known, the contract price of this Company is enormously high, and even the price which it has consented to accept for new lamps ($42.50) is quite too much.

"On a visit to this section on Saturday last, for the purpose of examining the streets mentioned, I was informed that a petition is to be gotten up, asking that lamps be erected on other streets, and no doubt in the course of time quite a number of lamps will be required to light this section of our City.

"It seems to me that an order for the foregoing streets should either be given to the Yonkers Gas Company or that the matter lie over until the expiration of the contract for Riverdale, which is in the same section, when these streets can be included in new proposals for the year commencing May 1 next. If the latter action should be decided on, it cannot involve very great hardship on the people of that section to wait three or four months for lights on these streets.

Yours, respectfully,

S. McCORMICK,

Superintendent of Lamps and Gas."

Evidently Mr. McCormick was not satisfied with the copy of the consent, mailed him by Mr. Cornell, for Mr. McIntyre testifies (Testimony, pp. 66 and 67, printed p. 41), that Mr. McCormick, watchful of the City's interests, was constantly inquiring for papers of various kinds, including the original grant, which was taken to his office and exhibited to him. Thereupon, the document was put back into the Company's safe and kept there for years, during which time contracts were made and orders given for street lighting and no questions of the Company's right to operate in the territory was raised until twenty-four years later, when the then Commissioner of Water Supply, Gas and Electricity again asked for the production of the original grant and the same, after a search, could not be located.

It is unreasonable to assume that a man with a reputation like Thomas C. Cornell, to whose high standing in the community as well as that of his associates, Mr. Scrugham testified at length, would attempt to foist upon a man of Mr. McCormick's astuteness, who was constantly watching out for the City's interests, a copy of an instrument, the original of which never existed! It would be fraud of the grossest kind, of which a man of Mr. Cornell's standing could not be guilty.

The Report of Mr. McCormick, as Superintendent of the Bureau of Lamps and Gas, being part of the Report of the Department of Public Works for 1884, last quarter, page 101, contains a foot-note, with reference to the Yonkers Gas Light Company, as follows:

"Franchise given by Town of Yonkers in May, 1862, territory annexed in 1874."

This Report was required by the Charter to be printed in the City Register, and the City Register, certified by the City Clerk, County Clerk or Register, is *prima facie* evidence of its contents.

The foot-note is therefore *prima facie* evidence of the existence of the franchise.

Taking into consideration Mr. McCormick's request for the Company's authority to do business in the Kingsbridge District, Mr. Cornell's reply and the subsequent production of the original consent, as testified to by Mr. McIntyre, and the positive testimony of Mr. McIntyre and Mr. Marsden to the effect that the document was kept in the Company safe for years, and the Company's operations in the territory for over twenty-five years subsequent to the annexation of the territory in question to the City of New York, every fair minded man must conclude that the grant was made in fact but has been mislaid, lost or destroyed; and it is unfair for the City, at this late day, after an investment in the territory in question of hundreds of thousands of dollars upon which it receives no return, to require the Westchester Lighting Company to apply under the circumstances, for a new franchise.

The Corporation Counsel, in his opinion of September 2, 1913, says:

"Under date of December 4, 1903, an opinion was rendered to the then Commissioner of Water Supply, Gas and Electricity, that the Westchester Lighting Company had no franchise in the old Town of Kingsbridge."

Since the opinion referred to was given, however, the Appellate Division, Second Department, has decided, and it is now well established, that the consent of the municipal authorities, mentioned in the Gas Act of 1848, need not be in writing, but will be presumed from the acquiescence of the municipal authorities, although no formal affirmative action has ever been taken by them (People *ex rel.* Richmond Gas Co. vs. Cromwell, 89 App. Div., 291), the Court stating, at page 294:

"In the statute now before us the grant of power is very broad and liberal, conditioned only upon the consent of the 'municipal authorities' * * * 'and under such reasonable regulations as they may prescribe.' No method of manifesting this consent is pointed out; no definite body or bodies in the cities, villages or towns are pointed out, and the fair and reasonable inference is that any body which represents the community in a general sense, or in respect to the rights which are to be granted, is authorized to give this consent. In a city, there would be no reason to doubt, in the absence of some definite provision of law to the contrary, that this body would be the common council or other body having like powers (Ghee vs. Northern Union Gas Co., *supra*), and in a village, the board of trustees; while in a township, the commissioners of highways, who are charged generally with the care of the streets, roads, etc., would probably represent the 'municipal authorities' referred to in the statute. But we do not think it is necessary to decide this question; it is sufficient, for the purposes of this case, to hold that the action of the highway commissioners of these several towns, in the year 1856 ,acquiesced in without objection for nearly half a century, in the absence of a plain provision to the contrary, raises a presumption of the consent of all of the municipal authorities of the several towns, and particularly where the consents so granted were acted upon promptly, and the corporation entered upon the discharge of its obligation to the public in supplying gas in the various townships under the provisions of the law."

The Westchester Lighting Company and its predecessor, the Yonkers Gas Light Company, have been operating in the territory in question for upwards of sixty years, and, under such circumstances, the Company's right to now operate therein cannot be questioned.

"To say at this late day that the respondents may deny to the relator its rights under its franchise, upon any technical question growing out of the manner of the consent given so long ago, is to give precedence to unimportant forms above the substantial requirements of justice."

People *ex rel.* Richmond Gas Co. vs. Cromwell (*supra*), p. 295.

This rule has been in no way modified, altered or amended, but is the law to-day, and while the rights, privileges and franchises granted to corporations in the streets and highways of the State were formerly strictly construed and the corporations held to strict proof, this rule has been considerably modified since the enactment of the Public Service Commissions Law (July 1, 1907), so that where it appears that a corporation has invested large sums of money in tangible property in streets and has been performing its functions in a particular district for a great many years, the Courts will, in the absence of evidence to the contrary, presume that the "municipal authorities," referred to in the Act incorporating gas companies, have given their consent.

"This result would, it seems to us, under the authorities cited, follow, even were it not possible to show any formal action on the part of the Highway Commissioners, for it is not suggested that the corporation did not construct its plant and distribute its gas in these several towns nearly a half century ago, and it appears that several of the villages which have since been created have taken gas under contracts with the relator and its predecessor."

People *ex rel.* Richmond Gas Co. vs. Cromwell (*supra*), p. 295.

Every year from 1877 to 1900, when this Company, merged the Yonkers Gas Light Company, the City of New York entered into a lighting contract with the latter Company. Many of such contracts contained a provision in the following form: "And it is further agreed that the said party of the second part shall have the right to lay pipes at any time between May 1st, 1880, and April 30th, 1881, upon giving forty-eight hours' written notice to the Department of Public Works of its intention to break up or open any street." (See Report of the Department of Public Works, 1880, IV, 97). This clause appears in contracts executed in 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887 and 1888 and probably also in other years.

It is not now contended that City officers, who executed such contracts on behalf of the City, were the municipal authorities who could give their consent to the exercise of the franchise. That power resided in the Board of Aldermen. But the Board of Aldermen ratified these contracts and consequently ratified the permission thereby given to lay mains. Such ratification took the form of Resolutions adopted by the Board of Aldermen, directing that gas mains be laid and streets lighted in specified locations in the old Town of Kingsbridge, under the direction of the Department of Public Works. Such direction would have been ineffective had the Department not had power to order lamps erected under an existing contract, and the resolutions must therefore be taken to be a ratification of the contracts and of all the clauses therein.

Such resolutions were in the following form:

"Resolved, That gas mains be laid, lamp-posts erected and street lamps lighted in Boston Avenue, from Sedgwick to Bailey Avenue, under the direction of the Commissioner of Public Works."

Adopted by the Board of Aldermen April 16, 1889.

Approved by the Mayor April 26, 1889.

Approximately 41 such resolutions were adopted from 1881 to 1897, inclusive, as follows:

Year.	Number of Resolutions.
1881	2
1882	2
1883	1
1885	2
1887	3
1888	5
1889	1
1892	5
1893	4
1894	2
1895	9
1896	3
1897	2

In another letter, addressed on this date to your Honorable Board by the Central and Northern Union Gas Companies, there is a reference to the case of People *ex rel* Brooklyn Union Gas Company v. Littleton (110 App. Div., 728; aff'd 185 N. Y., 605), by which it was held that the approval of a contract for city lighting, expressed by resolution of the Common Council, is sufficient consent by municipal authorities to confirm a gas company, the other party to such a contract, in the right to exercise its franchise granted by the State, even after the expiration of the period of the contract. The same ruling holds good with this Company. Each of the above mentioned resolutions of the Board of Aldermen was a complete consent to the exercise of its franchise or of the franchise of its predecessor, which the present Company acquired by merger.

The development of that part of the City of New York, which was the old Town of Kingsbridge, is indicated by assessed valuations. In 1873, the assessed valuation was $1,882,490, which was one-third of full value. The assessed valuation of real and personal property in that territory, in 1913, is not readily accessible, but some idea may be gained by comparisons of valuations of the annexed territory. In 1879, the real and personal property of the 23rd and 24th Wards was $22,507,100, which was 42.60% of its full value. In 1913, it was $640,340,593, exclusive of parks, religious, charitable and educational institutions of a value of approximately $50,000,000.

In 1873-4, the population of Kingsbridge was not over 4,500. In 1914, in the opinion of certain well informed residents, it is approximately 11,500.

The operations of this Company have largely contributed to this development. It had laid and extended its mains in reliance upon the municipal consent of 1862. Such extensions are shown in the following table:

Mains of the Westchester Lighting Company in That Part of New York City Which Was the Old Town of Kingsbridge.

Mains in Ground. Year.	Feet.	Year.	Mains Laid. Feet.
Sept. 1, 1886	54,493	Bro't forward	111,114
Mains laid		1900	—
1887	12,600	1901	2,029
1888	—	1902	1,215
1889	11,935	1903	3,568
1890	—	1904	7,000
1891	—	1905	17,668
1892	4,364	1906	1,432
1893	6,990	1907	11,463
1894	—	1908	41
1895	10,617	1909	3,527
1896	990	1910	2,127
1897	—	1911	9,198
1898	9,125	1912	10,981
1899	—	1913	5,398
Forward	111,114		
Total in ground, 1913			186,761
Mains abandoned			17,046
Total mains in use, 1913			169,715

On December 31, 1913, the estimated reproduction value of such mains in use was $184,692.52.

Furthermore, the City of New York is hardly in a position at this date, to question the existence of the franchises of this Company, having exacted taxes for such franchise, since 1900. Assessments are made on this Company's gas and electric franchises combined, so that the exact amount paid for taxes on its gas franchises alone cannot be definitely stated; but the equalized assessments and amounts paid for special franchise taxes from 1900 to 1913, inclusive, is shown in the following table:

Assessments on Special Franchises of the Westchester Lighting Company in New York City, 1900-1913, and Amounts Paid by it for Taxes Thereon.

Year.	Equalized Assessment.	Amount Paid.
1900	$39,733 01	$893 08
1901	47,536 50	1,101 58
1902	47,905 00	1,089 09
1903	64,500 00	911 81
1904	66,750 00	1,010 21
1905	75,650 00	1,255 53
1906	111,250 00	1,628 83
1907	244,750 00	3,634 51
1908	244,750 00	3,950 43
1909	178,000 00	2,986 91
1910	212,500 00	3,735 54
1911	255,000 00	4,392 33
1912	295,700 00	5,357 20
1913	436,800 00	7,834 17
		$39,781 22

When the Town of Kingsbridge became a part of the City of New York in 1874, the Yonkers Gas Light Company was the only operating Company in that district and was the only incorporated gas company operating in that territory in 1876, when the Board of Aldermen adopted the following ordinance:

"*Resolved*, that permission be and is hereby given to all incorporated gas light companies to lay gas mains and pipes in the streets, avenues and public places in this City, for the purpose of supplying gas to this City and its inhabitants, upon such conditions as may be prescribed and provided by his Honor, the Mayor, the Comptroller, and the Commissioner of Public Works, who are now, by law, authorized to make provision for lighting the streets of this City."

Adopted December 21, 1876.

Approved by the Mayor, December 23, 1876.

The Yonkers Gas Light Company acquired a further franchise by this resolution, for reasons stated at length in a letter of this date, addressed to Your Honorable Board by the Central and Northern Union Gas Companies.

The Yonkers Gas Light Company continued to be the only operating gas company in the Kingsbridge district down to its merger with the Westchester Lighting Company, and the latter has been and is now the only Company operating in the said territory.

The Westchester Lighting Company and its predecessor, The Yonkers Gas Light Company, having supplied gas in the Town of Yonkers since 1862, and to the City of New York since the annexation of the Town of Kingsbridge in 1874, and having from time to time, by order of the Board of Aldermen, invested large sums of money in extending its mains for the purpose of supplying the City's street lamps with gas, the City is now estopped from questioning the Company's authority to operate in the streets of the district aforesaid. It is believed that the Westchester Lighting Company is possessed of the consents necessary to authorize it to operate in the territory aforesaid, and that it does not require a further consent of your Honorable Board to continue its operations in supplying gas in that part of the City of New York which formerly constituted the Town of Kingsbridge.

Very respectfully yours,

WESTCHESTER LIGHTING CO., By F. A. STRATTON, President.

(Accompanied by copy of depositions taken before a Referee appointed pursuant to order of Hon. Samuel Seabury, dated January 14, 1914, upon application of Company for an order appointing a Referee to take depositions and perpetuate testimony as prescribed in Article X of Title 1, of Chapter 14, of the Code of Civil Procedure.)

(Copy.)

In re Central Union and Northern Union Gas Companies and Westchester Lighting Company.

New York, February 21, 1914.

Hon. JOHN PURROY MITCHEL, *Chairman, Committee on Franchises of the Board of Estimate and Apportionment of the City of New York:*

Dear Sir—We have written two letters to the Board of Estimate and Apportionment, dated February 20, 1914, a copy of each of which is submitted herewith. In those letters we state that we have filed no petition for a new consent of the Board, for the reasons therein set forth. These reasons are based upon propositions of law, which are fully discussed in our letters and as a result of which the Companies have been advised by their counsel that they possess valid perpetual franchises. We now desire to supplement our letters, by calling to your attention some considerations on the subject affecting the interest of the City and the public generally in these questions. Before doing so, we will briefly summarise the conclusions reached by the Corporation Counsel in previous opinions delivered by him and the reasons advanced by us to show that the conclusions are not sound, in the light of additional facts and further decisions of the courts since the opinions of the Corporation Counsel were written. You will thus appreciate that our attitude is not capricious or arbitrary; and you will be in a position to weigh more intelligently the business considerations which are involved.

Legal Questions.

The Corporation Counsel contends for the following propositions, which are briefly answered here, but the full answers to which are given in our said letters of February 20, 1914.

I. The consents of the former Towns of Morrisania, West Farms and Kingsbridge are invalid, because granted by the Boards of Town Officers, and not by vote at a town meeting.

Answer. No authority is cited for this proposition.

The Gas Act of 1848, providing that the consent should be given by the "municipal authorities," contemplated the duly constituted authorities of a munjcipality, rather than a vote of the citizens from whom their authority was derived. Municipal consents granted by Town Officers, without a vote of the town meeting, have been held valid by the courts.

II. The consents were a nullity, because they were granted to individuals rather than to a corporation organized under the Gas Act of 1848.

Answer. The Court of Appeals has recently decided that such municipal consents, when granted to individuals and assigned by them to a corporation organized under the proper Act, are valid.

III. The assignments of these consents are invalid, because made without the consent of the municipal authorities.

Answer. The Courts have repeatedly held, during the past few years, that such consents may be assigned even to or by individuals.

IV. The Morrisania and West Farms consents are not perpetual, unless by implication, and a perpetual grant is never made by implication.

Answer. The express grant contained in the second paragraph of these consents, is perpetual, and can only be limited by implication from the language of the third paragraph. The express terms, even of a public grant, are never defeated by implication.

V. The Morrisania and West Farms consents cannot be construed as perpetual, as they were limited to an exclusive right for twenty years.

Answer. The only construction of which the consents are capable, if fairly interpreted, is that they gave a perpetual right to lay mains and, in addition, attempted to give an *exclusive* right for twenty years. The Towns did not attempt to limit the franchises to twenty years but to give a special and exclusive right for that period, leaving the subsequent exercise of the franchise exposed to competition. The Courts have held that municipalities have no power to limit a franchise, unless that power is expressly conferred by statute.

VI. The references in the early assignments of the Morrisania and West Farms consents to the twenty year period amounted to a practical construction placed upon the consent by the parties thereto, showing that the rights were limited to twenty years.

Answer. Such a practical construction can be considered only in case an instrument is ambiguous, and not if, as in this case, it is entirely unambiguous. The City of New York and its predecessors were not parties to those assignments. The recitals, therefore, do not constitute an estoppel as against the Gas Company in favor of the City and certainly do not amount to a surrender to the City of rights given by the consents. At the time they were made, the twenty year exclusive term was the most important characteristic of the consent, naturally suggesting itself in referring thereto for the purpose of identification.

Furthermore, a practical construction has been placed upon the consents by the parties thereto, which estops the City from now claiming that they were limited to the twenty year period. No intimation was ever given by the City prior to the opinion of the Corporation Counsel in 1903, twenty-four years after the consents are claimed to have expired, that the consents were limited in time. No action has ever been taken by the City for the purpose of enforcing the alleged twenty year limitation, even after the opinion of the Corporation Counsel, although the consents are claimed to have expired thirty-five years ago. The City, in many other ways, has shown by its conduct that the consents were regarded as perpetual.

VII. Assuming that the franchises were granted for only twenty years, the Gas Companies had no right, after the expiration of the twenty year period, to maintain the mains laid during that period.

Answer. The Gas Companies not only had this right, but it was their legal duty to maintain and operate all mains laid during the term of the franchise.

VIII. The right to lay mains has not been and cannot be acquired by the mere acquiescence of the municipal authorities.

Answer. The Common Council or Board of Aldermen had power, under the Gas Act of 1848, to consent to the laying of mains. Such consent might be either express, or implied from a course of conduct. The conduct of the City and of its Common Council and Board of Aldermen in this case manifested the consent of the City to the laying of mains in the clearest possible manner. Ten year lighting contracts, made by the former towns, and obligating the Central Union and Northern Union Companies to lay mains for nearly two years after the expiration of the twenty year period, were assumed and carried out by the City. The Board of Aldermen passed hundreds of Resolutions, *directing* the laying of mains by these Companies, pursuant to the terms of lighting contracts made with the City. The City has, for many years, assessed a special franchise tax on the Companies, based on a valuation amounting, for the year 1913, in the case of the Central Union and Northern Union Companies, to over $3,500,000, although the property of the Companies in the streets would be worthless, if the Companies possessed no rights in the streets.

IX. There is no proof of the existence of a consent from the former Town of Kingsbridge.

Answer. Conclusive evidence of the existence of such consent has recently been obtained and perpetuated under the Code of Civil Procedure; and in the absence of such evidence, the consent of the municipal authorities would be inferred from over fifty years acquiescence (forty years by the City of New York).

Business Considerations.

If the Corporation Counsel were correct in his opinion that these franchises are invalid, only two possible courses would be open to the Company affected; first, to remove its mains from the streets and discontinue its business; or, second, to apply to the Board of Estimate and Apportionment for a new franchise.

It is unthinkable that the Companies should be forced to adopt the first course and remove their mains from the streets. That would benefit no one. The Borough of the Bronx needs a supply of gas as much as any other district in the City. The removal of these mains would mean simply that a new company must be organized, and that all the streets of the Borough would be torn up for years while the mains of the old Companies were being removed and the mains of the new company were being laid.

The Companies have been permitted to go on increasing the amount invested in the business, year after year, for the period of thirty-five years after the time when the City now claims that they had lost all right to use the streets. This enormous investment has been made by the Companies in good faith and in the belief that they had a perpetual franchise to operate in their respective districts. The investment in gas property of the Central Gas Light Company, in 1879, at the close of the twenty year period, and of the Northern Gas Light Company, at the same time, cannot now be stated; but the total investment has no doubt kept pace with the increase in the miles of mains. The reports of the Commissioner of Public Works of the City of New York show that the Central Gas Light Company, at the close of 1878, when the consent of the Town of Morrisania is claimed to have expired, had about 40 miles of mains in the streets. On December 31, 1913, its successor, the Central Union Gas Company, had over 158 miles of mains in the streets, an increase of over 118 miles, or almost three hundred per cent. At the close of 1878, the Northern Gas Light Company, according to the same reports, had about 21 miles of mains in the streets; and on December 31, 1913, its successor, the Northern Union Gas Company, had over 173 miles of mains in the streets, an increase of 152 miles, or about 724 per cent. Since its incorporation, in 1897, the Central Union Gas Company has made an additional investment in gas property, of $4,172,826.30 and the Northern Union Gas Company has made an additional investment in gas property, of $1,439,736.92.

In 1860, a year after the consents were given to Robert Campbell & Company, the Town of Morrisania had a population of 9,245, and the Town of West Farms had a population of 7,098. The population within the territory formerly included in these towns cannot be stated separately after annexation to the City of New York. The population of the Borough of The Bronx has increased, however, as follows:

1860..... 23,593;
1870..... 37,393;
1880..... 51,980;
1890..... 88,908
1900..... 200,507;
1910..... 430,980;
1914..... 503,181 (estimate of Eagle Almanac);
1914..... 641,980 (estimate of World Almanac).

The population of the Twenty-third Ward, which includes the former Town of Morrisania and that portion of the former Town of West Farms, in which the Central Union Gas Company operates, was as follows, according to the United States census:

1890..... 53,948;
1900..... 132,413;
1910..... 270,320.

The population of the Twenty-fourth Ward, in which is included the remainder of the former Town of West Farms, and the former town of Kingsbridge, in which the Northern Union Gas Company and the Westchester Lighting Company are operating, was as follows, according to the United States census:

1890..... 20.137;
1900..... 43.000;
1910..... 111,510.

The assessed value of the real estate in the former Town of Morrisania, for the year 1858, was $2,583,862. The assessed value of the real estate in the former Town of West Farms, for the year 1858, was $2,229,974.

The assessed value of the real estate located in the Twenty-third Ward (the district in which the Central Union Gas Company operates) and of the real estate located in the Twenty-fourth Ward, in portions of which the Northern Union Gas Company and the Westchester Lighting Company operate, for the year 1879, when the consents are alleged to have expired, was $22,507,100. The assessed value of the real estate in those wards for the year 1913 was $640,340,593, excluding parks, and property belonging to religious, charitable and educational institutions, appraised at $50,000,000. The area of the Twenty-fourth Ward was much larger in 1913 than in 1879.

It thus appears that the increase in the investment of these Companies in property devoted to the manufacture and distribution of gas has corresponded with the increase in the population and assessed valuation of the district which they serve. The increase in population and assessed valuation is in no small part due to the increase in the investment of the gas companies; for it is matter of common knowledge that population cannot increase upon such an enormous scale without a corresponding increase in the facilities for supplying the needs of the increasing population, one of the most important of which facilities is gas, used both for lighting and fuel.

In the manner of its growth, a gas company differs widely from other public service corporations, such as railroads. A railroad is built once for all between two fixed termini. Thereafter, the problem is not the extension of its limits, but the maintenance and improvement of its roadbed and equipment. A gas company, on the other hand, has no fixed termini. It extends its mains to supply the wants of the district which it serves. As the population of this district spreads outward, covering more territory, the mains of the company must be extended from time to time, so as to supply their needs. This is not only a necessary incident from the character of the business; it is expressly required by the terms of the law under which these companies are incorporated. Section 62 of the Transportation Corporations Law requires a gas company to supply gas upon the application in writing of the owner or occupant of any building or premises within one hundred feet of any main laid down by it. Thus, as additional buildings are erected along a street, within one hundred feet of the terminus of an existing main, the main must, under heavy penalties, be extended so as to supply those buildings. The consequence is that the distribution system of a gas company in a growing community can never be stationary. Its growth must keep pace with the growth of the community. Not only must its mains continue to extend laterally a greater distance from its plant, but the intervening mains must be replaced by larger mains which will carry a greater volume of gas to the outlying districts. The gas company whose distribution system does not grow in both these ways is dead, and it cannot supply the needs of a constantly increasing population.

These Companies would never have extended and enlarged their mains as they have done, if they had not believed that they possessed a perpetual right to occupy the streets. Without such a right, these extensions and betterments would have been an economic impossibility, for the reason that the Companies might at any time have been ousted from their property and forced to discontinue their operations. No intelligent business man and no corporation would think of making such investments under such conditions. Even if the Companies had still possessed a right to operate for five or ten years, they would not have been justified in investing their capital in such extensions or betterments, as there would have been no opportunity in such a short period to recoup out of earnings the money so invested. There can be no possible doubt that these investments were made in good faith in the belief that the Companies possessed perpetual consents to occupy the streets.

As has been stated in the letters written to the Board of Estimate and Apportionment, many, if not most, of the extensions of the mains of these Companies have not merely been requested by the owners of the buildings to be supplied; they have actually been *ordered* by resolutions of the Board of Aldermen of the City of New York.

The necessity for the constant extension of the mains from the standpoint of the community was recognized by the Towns of Morrisania and West Farms in 1870, when the ten year contracts were made with the Westchester County Gas Light Company and with the Suburban Gas Light Company. In those contracts, the Towns stated that the contracts were entered into by the Towns "for the benefits to the property of the Town that will arise by reason of having therein a supply of gas for lighting public and private buildings, and as an inducement to the Company to make the expenditures necessary for the erection of said manufactory and *laying said mains.*"

This increase in investment was made by these Companies in an effort to supply the wants of the district they served, although there has been no adequate profit resulting to the Companies for their services. They cannot continue to increase their facilities at the same rate if deprived of their existing municipal consents, and compelled to apply for a new consent, burdened with payments to the City.

The value of the tangible property of the Central Union Gas Company devoted to the public service, estimated upon the basis of the unit values for the various items approved by the United States Court in the Eighty-cent Gas Case, amounted, in 1913, in round figures to $10,300,000. The net earnings of the Company in 1913 from its gas business amounted to $366,422, or about 3½ per cent. upon the value of its property.

The value of the tangible property of the Northern Union Gas Company devoted to its gas business, based upon the unit values adopted by the Court in the Eighty-cent Gas Case, amounted, in 1913, in round figures, to $3,200,000. The net earnings of this Company in 1913, from its gas business, amounted to $55,038, or about 1¾ per cent. upon the value of its property. The combined earnings of these two companies amounted, in 1913, to $421,460, or about 3.12 per cent. upon the total value of their tangible properties.

The experience of these companies is that of every company operating in a growing territory. Extensions and additions must be made in anticipation of the actual demand. In many sections, mains are extended for the purpose of supplying street lamps only and are therefore manifestly unprofitable. The comparatively large area of scattered dwellings adds substantially to the cost per unit of delivering the gas. The frequent regrading of streets imposes large expenditures upon the Companies with no compensating advantage. As a result of the foregoing, the investment per unit of output is very large and the revenue per unit of capacity is very small.

It will be years before the business of supplying gas in the Bronx becomes sufficiently profitable to yield a fair return upon the investment necessary to furnish such supply.

The Companies are already heavily taxed in the rate at which, under Legislative enactment, they are obliged to supply gas to the public.

Under such circumstances, not only have their franchises no value whatever, but it would be impossible to persuade *bona fide* investors to accept, gratuitously and free from all tax, permanent franchises and engage in the business of manufacturing and distributing gas in this territory.

The argument presented by the opposing counsel in the Eighty-cent Gas Case against any allowance for the franchises of the Consolidated Gas Company was in effect that if the imposition of the Eighty-cent rate reduced the earnings to no more than a fair return upon the value of the tangible property, the franchises had no value for purposes of taxation or for any other purpose; and this view was adopted by the Court, since, in the final decision, no value whatever was assigned to the franchises as such, the Court simply recognizing the Comptny's right to earn a return upon an amount of capital stock issued more than twenty years before the case was heard, representing the value put at that time upon its franchises and other intangible property.

Such a tax as has been imposed upon franchises granted by the Board of Estimate nad Apportionment amounts to duplicate taxation. The Special Franchise Tax Law imposes a tax upon the earnings of public utilities when such earnings exceed six per cent. of the value of the tangible property. It is obvious that a tax imposed upon the earnings of a regulated utility, the earnings of which, by reason of the exercise of the regulatory function, have been reduced below six per cent. on the value of its tangible property, is in the very nature of things confiscatory.

With regulatory statutes in effect, under which rates may be regulated to a fair return upon the value of the property devoted to the public service, the imposition of a tax upon earnings is simply an indirect means of imposing a tax upon the public, since such a tax must be collected from the public and the rates charged for the service must be high enough to cover it. The public are led to believe that something is being collected from the corporation, when, as a matter of fact, it is being collected just as effectively from them as by any other process of taxation. It will be many years, however, before conditions in the Bronx will warrant the imposition of such tax unless the rates for their service, collected by the Companies operating in this territory, be correspondingly increased.

The operation of the Eighty-cent law has already, in effect, confiscated a substantial portion of the value of the properties of these companies. If anything further is added to their burdens, by exacting additional taxes for the privilege of doing what is already an unprofitable business, the effect will be to pile confiscation on confiscation and must result in driving these Companies into bankruptcy or into the courts. In the latter event, in view of the conclusive evidence of inadequate earnings, the result might be the increasing of the rates charged for gas in the Borough of the Bronx above that now paid by the public.

From a business point of view, the City would be the loser if the Companies should be compelled to purchase new franchises. Whatever sums the Companies may be forced to pay for new franchises will be capitalized and entitled to earn from seven and one-half to ten per cent. (seven and one-half per cent. was recently allowed to the Kings County Lighting Company). The additional expense of that capitalization, plus amortization charges for further franchises 25 years later, will be a charge on consumers, in the long run, and will particularly affect the poorer classes who use gas rather than electricity. Practically, then, the Borough would pay eventually, in perpetuity, over ten per cent. on the amount paid by the Companies for new franchises. It would be much cheaper for the City to borrow the amount at four and a half per cent.

As appears from the census figures above given, the population of this district is increasing as rapidly now as it has at any period in the past. The need of this district for lighting and fuel is as great and is increasing as rapidly as that of any district in Greater New York. To hamper or interefere with the supply of this need would inevitably tend to restrict the growth of the district, both for residential and for business purposes, and would cause irreparable injury thereto. A refusal to recognize the right of these Companies to use the streets would, at one stroke, destroy the value of all their assets. Yours respectfully,

(Signed), CENTRAL UNION GAS COMPANY, By W. H. BRADLEY, President; NORTHERN UNION GAS COMPANY, By M. M. GRAHAM, Vice-President; WESTCHESTER LIGHTING COMPANY, By F. A. STRATTON, President.

Bureau of Franchises, March 2, 1914.

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

Sir—The subsidiary companies of the Consolidated Gas Company operating in the Borough of The Bronx—to wit, the Central Union Gas Company, the Northern Union Gas Company and the Westchester Lighting Company—have, in answer to a resolution of the Board calling upon them to apply for franchises, submitted under date of February 21, statements in which they claim that they are at present vested with the necessary consents to authorize them to operate in the territory concerned and that they do not require further consents from the Board to continue such operations. In other words, the Companies are unwilling to accept the interpretation of their existing status as made by the Corporation Counsel and decline to apply for franchises, as required by the Board, but have determined to continue operating under the rights which they allege give them sufficient and ample authority, claiming that such rights are perpetual. Their legal position is fully set forth in their respective replies to the Board. In a separate communication of the same date, addressed to the Mayor as Chairman of the Committee on Franchises, and signed by the Presidents of the respective companies, and of which I have been furnished with copies, they have attempted to refute the points made by the Corporation Counsel, holding that they were each without rights to continue operations, and then proceed to argue that it would be against public policy for the City to pursue this matter further, implying that it would lead to long and costly litigation injurious to both parties, and that the interests of the Companies would not permit of applications for new franchises to be made, thereby practically admitting that they are without proper authority. The communication closes with the following sentence, which, to put it mildly, appears a very broad conclusion, to wit:

"*A refusal to recognize the right of these companies to use the streets would, at one stroke, destroy the value of all their assets.*"

The Companies, by the indulgence of the Board, have taken almost five months to make answer to the Board, and during that time have, under the Code of Civil Procedure, sought in the absence of conclusive evidence concerning the consent of the municipal authorities, in a particular instance, to perpetuate the testimony of certain employees of one company alleged to be cognizant of such consent having been obtained. The Corporation Counsel took part in this proceeding, but has not as yet been called upon by the Board for his opinion of the value of the testimony adduced. Again, it may be that there are some new legal points set forth in the present replies which were not considered when the former opinions of the Corporation Counsel were rendered, and, finally, any additional facts now submitted which may have a bearing on either the policy to be pursued by the City or the legal questions involved should be carefully examined before any proper recommendations can be made to the Board.

As I have before stated in other reports on this subject, I believe the questions involved in this case are of large importance and any action on the part of the City will set a precedent for many years to come. I therefore believe that a most minute examination should be made of the replies and would recommend that I be again directed to investigate the statements of facts submitted and place the same before the Corporation Counsel, in so far as it may appear that they have a bearing on the legal questions involved, and also any new legal points which may have been raised, for his determination.

It would also seem necessary that the business considerations as set forth in the communication addressed to the Mayor and supported by certain statements on behalf of the Companies should be carefully analyzed, in order that a report may de made upon the same which will give the Board all the light on the subject possible, when it shall be called upon to determine the policy to be pursued.

While I think it is admitted that the interests of the public service corporations and the interests of the people are so closely allied that any wilful injury to the former, or unnecessary burdens placed upon them, will react to the detriment of the public, I yet feel that it must be borne in mind that the interests of the people are paramount to that of any public service corporation, however closely allied therewith, and the rights of the corporations must in a measure be subordinated to the rights of the people.

I would therefore recommend that the communications be referred to the Bureau of Franchises for investigation and report.

Attention is also called to the fact that since the rendition of the original opinion of the Corporation Counsel, upon which the action of the Board in calling upon these Companies to apply for franchises was based, the Borough President and the Commissioner of Water Supply have refused to grant permits to the Companies to authorize them to open the streets for the purpose of constructing extensions or service connections.

In view of the fact that the proceedings in connection with this matter will probably be delayed to some extent before a final determination is reached, there will no doubt be occasions when the necessity for service will justify the City in authorizing the Companies to construct the necessary extensions and connections, under permits containing proper safeguards respecting the interests of the City. These permits have been authorized in a few special instances by resolution of the Board, but it would not seem necessary that the Board should be called upon in each particular case to pass upon the desirability or necessity of granting applications.

It is therefore recommended that the Borough President and the Commissioner of Water Supply be authorized, during the pendency of these proceedings, to issue revocable permits to the Companies concerned, authorizing them to make such necessary extensions and connections as in their judgment seem necessary and proper, under proper stipulations protecting the interests of the City.

For this purpose I am submitting herewith a form of resolution, authorizing the grant of such permits, for consideration by the Board. Respectfully,

HARRY P. NICHOLS, Engineer, Chief of Bureau.

The following was offered:

Whereas, There was presented to the Board at its meeting held October 2, 1913, an opinion of the Corporation Counsel holding the Central Union Gas Company to be without a valid franchise to lay gas mains in the 23rd Ward of the Borough of The Bronx; the Northern Union Gas Company to be without a valid franchise to lay gas mains in that portion of the Borough of The Bronx formerly a part of the Town of West Farms, now forming a portion of the 24th Ward of the Borough of The Bronx lying west of the Bronx River, and the Westchester Lighting Company to be without a valid franchise to lay gas mains in that portion of the 24th Ward of the Borough of The Bronx formerly the Town of Kingsbridge; and

Whereas, The said Companies were subsequently called upon to submit applications for franchises, for the purpose of validating their continued use of the streets in the above portions of the City; and

Whereas, The Companies have now submitted communications to the Board, claiming to be vested with present authority to use the said streets, and the proper consideration of the said claims by the City will probably require some period of time; and

Whereas, During the said consideration, the inhabitants of the above-mentioned territory who are not at present connected with the gas mains of the Companies concerned will be embarrassed and hindered by any failure to obtain a supply of gas where necessary; now, therefore, be it

Resolved, That, pending the final determination of this matter, the President of the Borough of The Bronx and the Commissioner of Water Supply, Gas and Electricity be and they are hereby authorized to grant temporary revocable permits to the said Central Union Gas Company, Northern Union Gas Company and Westchester Lighting Company, where in their judgment it shall be deemed necessary and desirable, authorizing such Companies to construct such gas mains and con-

nections as may be necessary for the purpose of connecting their existing gas mains with applicants for such service residing in the territory hereinbefore mentioned; upon condition, however, that such permits shall not be deemed to recognize, nor shall the same be construed as recognizing, any authority in the Companies to use the streets of the territory hereinbefore described, and that before any such permits are issued, the Company to whom such permit is to be issued shall enter into a stipulation, in a form approved by the Corporation Counsel, binding it, in the event of a final determination that it is without proper authority to use the streets in the above-described territory, to remove such main or connection, in the event of failure on its part to apply to this Board and obtain a proper franchise authorizing it to continue its operation in the territory in which it is determined to be without franchise rights; said permit to contain such other conditions and requirements as to the Corporation Counsel may appear proper and necessary.

Which was adopted by the following vote:

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

The replies were referred to the Bureau of Franchises for conference with the Corporation Counsel.

Central Crosstown Railroad Company (Cal. No. 16).

A communication was received from the Public Service Commission for the First District transmitting certified copy of order adopted by the Commission granting the application of the Central Crostown Railroad Company for the approval of a declaration of abandonment of certain portions of its route on East 17th and East 18th streets, Borough of Manhattan.

The Secretary presented the following:

Bureau of Franchises, March 4, 1914.

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

Sir—The Public Service Commission for the First District in a communication dated March 2, 1914, transmitted a certified copy of an order in case No. 1640, adopted by the Commission at the meeting on February 27, 1914, granting the application of the Central Crosstown Railroad Company of New York for approval of a declaration of abandonment of certain portions of its street railroad route on East 17th and East 18th streets between Avenue A and Broadway, in the Borough of Manhattan, City of New York. This order was issued pursuant to petition dated and verified February 10, 1913, upon which a hearing was had February 25, 1913.

At the meeting of the Board of Estimate and Apportionment February 27, 1913, resolutions were adopted directing the Corporation Counsel to represent the Board of Estimate and Apportionment at all hearings before the Public Service Commission upon the petition of the Central Crosstown Railroad Company and to take such steps as were necessary to protect the City's interest, as indicated in the report of the Bureau of Franchises, dated February 21, 1913, presented at the meeting of February 27, 1913.

The Public Service Commission for the First District adopted an order in this matter at the meeting held June 17, 1913, granting the application of the Central Crosstown Railroad Company for approval of abandonment of portions of its route in East 17th and East 18th streets, subject, however, to the condition that the Company should immediately take up and remove the tracks and properly restore the surface of the street at its own expense. This order and report of the Bureau of Franchises were presented at the meeting of the Board July 3, 1913, and were ordered filed.

The present order issued by the Public Service Commission was after a rehearing had upon the original petition so as to enable the Company to submit to the Commission the proof that an agreement had been made between the Company and the City and that the Company had deposited ten thousand dollars ($10,000) in cash to secure the proper restoration of the street pavement whenever the streets were to be repaved.

It is suggested that such order of the Public Service Commission be filed.

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

The papers were ordered filed.

Stage Coach Companies; Removal of Snow and Ice (Cal. No. 17).

The Secretary presented the following:

Bureau of Franchises, March 3, 1914.

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

Sir—In making traffic observations during the past month, my attention has been drawn to the use of streets by the Fifth Avenue Coach Company, operating a line of motor buses in certain streets of Manhattan, other than those on which it has received the right so to operate, and in every case using, in substitution, a street where a street surface railway exists. The reason for this is obvious. We have had two very severe snow storms, the first a double one, occurring on February 13 and 15, with a precipitation of 15 9-10 inches, and the second commencing on February 27 and continuing until March 2, with a fall said to be over 14 inches, and it has been impracticable to give good service—and in some cases any service at all—over streets which had not been previously cleaned of snow. Further, the use by the motor buses of streets upon which car tracks are located was on account of the fact that the street railways keep their lines open by the use of plows and sweepers. As examples: Until Fifth avenue was cleared above 42d street, the motor buses used Madison avenue, between 42d and 59th streets. To reach the west side they used 42d street to Broadway and thence north on Broadway. To reach the Pennsylvania Railroad Station from Fifth avenue they used 34th street from 5th to 7th avenues, and thence 7th avenue to the Station. Other instances might be cited, and this operation by motor buses greatly congested traffic on these streets, and, where street surface railways were in operation, held back such service to an appreciable extent.

I am also informed that the Fifth Avenue Coach Company has not operated at all, on account of snow conditions—

(a) On 57th Street, between 5th Avenue and Broadway;

(b) 72nd Street, between Broadway and the Drive;

(c) On the Drive north of 72d Street; and at the present writing I have not ascertained if they have maintained any service north of 90th Street on Fifth Avenue;

(d) No stages at all were operated on Fifth Avenue on Monday last, March 2d.

The conclusions to be drawn from the above appear to be:

First—That when snow blocks the streets, every means of public transportation should be made to do its utmost to help the situation.

Second—That operation by stages on streets cleaned by street railways tends to congest traffic on these streets and interferes with the operation of street railways.

Third—That the stage company is not living up to its obligations when it fails to give transportation upon its own routes for over three weeks, even if, as in some instances, it gave service on substituted routes, but which service was at the expense of other transportation companies, as well as vehicular traffic.

Fourth—*That it should be made an obligation on stage coach companies to clear their routes of snow and ice in order to keep traffic open.*

It is apparent that the extreme conditions met with since February 13th have not been experienced by the City for many years, and may not occur again for some time. but that does not weaken the position which I propose the City should take in requiring the stage companies to clean streets of snow and ice. for I believe in all cases it is equitable and will not be an unfair burden to impose within limits.

The street surface railways use snow plows and sweepers to keep their railways in operation, and, under Section 178 of the Railroad Law, the local authorities have power to make such reasonable regulations and ordinances as to removal of snow and ice as the interest or convenience of the public may require. In accordance therewith. the Board of Aldermen has adopted an ordinance, being section 416 of the Code of Ordinances approved November 8, 1906, as revised to January 1, 1911, which reads as follows:

"Every street railroad corporation shall remove all the snow and ice from its tracks and the spaces between, and shall not throw the same on either side thereof. and shall immediately carry away and dispose of the same under the direction of the Commissioner of Street Cleaning, or the Borough President of Queens or Richmond under a fine of $100 for every city block in length in which the said corporation shall fail to so remove and dispose of the same. as aforesaid; provided, however, that for the more speedy and effective removal of snow and ice from the paved streets, avenues and public places of the City, the Commissioner of Street Cleaning and the Borough Presidents of Queens and Richmond shall have power and authority in their respective boroughs to enter into agreements for the entire winter season, or part thereof, with any street surface railroad or other railroad having tracks in the city for the removal of snow and ice for the entire width of the street, avenue or public place, from house-line to house-line, at any part of the route of the said railroad, provided that nothing in said agreements shall be inconsistent with any law of the State of New York or with any right of The City of New York."

In every franchise granted by the Board of Estimate and Apportionment since 1905, and in many grants to street surface railways prior thereto, this condition has been written into the contract for such grant. In addition, surface railway companies have paving and repaving obligations, under Section 178 of the Railroad Law, are limited to a five-cent fare and have a large amount of capital invested in expensive permanent ways in the streets.

The Fifth Avenue Coach Company, the only transportation company operating stages or, more recently, motor buses, upon the city streets, has none of these obligations. The special law (Chapter 536 of the Laws of 1886) under which the Fifth Avenue Transportation Company, Limited (the predecessor of the Fifth Avenue Coach Company) received its franchise from the City, as amended by Chapter 657 of the Laws of 1900, contained none of these conditions, and the Fifth Avenue Coach Company has no investment in expensive permanent ways which must be amortized out of revenue, and is permitted to charge a fare of ten (10) cents. Furthermore, the Fifth Avenue Coach Company has amortized (according to its annual reports) 33⅓ per cent. yearly, during the past few years, of its investment in motor vehicles, as well as set aside certain amounts for depreciation on other accounts, so that, according to its report for the year ending June 30, 1913,

"The total fixed capital—net investment— is $267,467.45"

—certainly not a large sum when compared with the investment of street surface railways for an equal length of route, and has, according to the same report, a

"Total revenue from operation of $935,668.33."

—as against

"Total operating expenses and taxes, $771,212.88"

—with a

"Net income for year of $130,351.87."

The obligations imposed upon the Fifth Avenue Coach Company, pursuant to its franchise, are

(a) Five (5) per cent. of its gross receipts to be paid to the City.

(b) A license fee of twenty dollars ($20) per vehicle also to be paid to the City.

In consideration of the above, I recommend, and I believe it a proper and necessary police power to be exercised by the Local Authorities, that a resolution be adopted by the Board of Estimate and Apportionment, now having control of the streets pursuant to Chapters 629 and 630 of the Laws of 1905, that all companies operating stages or motor buses on regular routes in

(a) Borough of Manhattan;

(b) Borough of The Bronx, south of 177th Street and west of the Bronx River;

(c) Borough of Brooklyn. excepting Wards 30, 31 and 32; and

(d) Borough of Queens, Ward 1 (Long Island City);

—be required to remove snow and ice from the paved streets upon which they operate, for a width of sixteen (16) feet, and with the proviso that the Commissioner of Street Cleaning and the Borough President of Queens shall have power and authority to enter into agreements for the entire winter season, or part thereof, with any such company, for the removal of snow and ice for the entire width of the streets between house-lines, on any part of the route, as an equivalent of such sixteen feet along the entire route, such resolution to take effect October 1, 1914.

Before adopting any such resolution, I believe it would be desirable that a public hearing be given by the Board, of which notice shall be given in the CITY RECORD, and the Secretary of the Board directed to notify the Fifth Avenue Coach Company and the officials of the street surface railways operating in the districts affected, of this meeting. For the approval of the Board I submit herewith a resolution for adoption fixing such hearing for Friday, April 3d.

In conclusion I would state that the burden upon the City Departments of clearing the streets of snow and ice, and the dangers of a serious conflagration under the conditions which we have just passed through, make it incumbent upon the authorities to use all equitable and just means to have the burden shared as far as possible, and especially by those who are the recipients of special privileges in the streets.

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

The following was offered:

Whereas, This Board, as the local authority in control of the streets, proposes to adopt a resolution requiring every corporation, individual or individuals operating stages or motor buses upon a fixed route in the Borough of Manhattan and in certain portions of the Boroughs of The Bronx, Brooklyn, and Queens, to remove all snow and ice from the paved streets on which they operate, in the words and figures following, to wit:

Proposed Resolution.

Resolved, That every corporation, individual or individuals operating stages or motor buses upon a fixed route upon the paved streets, avenues or public places, within the limits of The City of New York, as now constituted, shall be required to remove all the snow and ice from each of the paved streets upon which they operate for a width of sixteen feet throughout the entire length of such route or routes and shall immediately carry away and dispose of the same under the direction of the Commissioner of Street Cleaning or the Borough President of Queens or Richmond, under a fine of one hundred dollars for every city block in length in which the said corporation shall fail to so remove and dispose of the same, as aforesaid; provided, however, that for the more speedy and effective removal of snow and ice from the paved streets, avenues and public places of the City, the Commissioner of Street Cleaning and the Borough Presidents of Queens and Richmond shall have the power and authority in their respective Boroughs to enter into agreements for the entire winter season or part thereof, with any such corporation, individual or individuals, for the removal of snow and ice for the entire width of the street, avenue or public place from house line to house line at any part of the route of the said corporation; provided that nothing in said agreements shall be inconsistent with any law of the State of New York or with any right of The City of New York; and provided further, that the foregoing shall not apply to that part of the Borough of The Bronx lying north of 177th Street and east of the Bronx River, the Thirtieth, Thirty-first and Thirty-second Wards of the Borough of Brooklyn, or to the Second, Third, Fourth and Fifth Wards of the Borough of Queens or to the Borough of Richmond.

Resolved, That this resolution, including the resolution requiring the removal of snow and ice, shall be published for fifteen (15) consecutive times prior to Friday, April 3, 1914, in the CITY RECORD, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before adopting such resolution requiring the removal of snow and ice, will at a meeting of said Board, to be held in Room 16, City Hall, Borough of Manhattan, on Friday, April 3, 1914, at 10.30 o'clock a. m., hold a public hearing thereon, at which any and all individuals or corporations interested shall be entitled to appear and be heard.

Resolved, That the Secretary of this Board be directed to transmit a copy of the resolution to the Fifth Avenue Coach Company and to the street surface railways operating in the territory affected thereby.

William H. Page, counsel for the Fifth Avenue Coach Company, appeared and requested the matter be referred to the Franchise Committee. The President of the Borough of Manhattan stated he wished the committee to consider other conditions relative to stage coach companies, and at his request the matter was referred to the Franchise Committee.

Pelham Park and City Island Railway Company, Inc. (Cal. No. 18).

The Secretary presented the following:

Bureau of Franchises, March 3, 1914.

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

Sir—Early in 1913 the Interborough Rapid Transit Company, as owner of the stock of the Pelham Park Railroad Company and City Island Railroad Company, applied through a new coropration then recently incorporated under the name of Pelham Park and City Island Railway Company, Inc., to the Public Service Commission for the First District for the consent of said Commission to the operation by this Company of the railways formerly belonging to the Pelham Park Railroad Company and the City Island Railroad Company, as a single continuous line of railway

from Bartow to Belden Point. The petition also requested authority for the issue of corporate stock and a change of motive power and gauge.

Previous to this time the City, acting through the Board of Estimate and Apportionment, insisted upon certain improvements upon these two railways, one of which was then and is now operated by the monorail system and for over three years representatives of the Interborough Rapid Transit Company have repeatedly promised the Board that said Company would construct and operate a satisfactory railway if the Board did not press ejectment or forfeiture proceedings. At the time of the application for reorganization, promises were likewise made to the Public Service Commission that if the petition was granted the railway would be immediately constructed and placed in operation. The Commission on May 27, 1913, handed down an order consenting to the several matters petitioned for by the Company and providing:

"that said Pelham Park and City Island Railway Company, Inc., proceed immediately with the construction of said road and complete the same and place the same in full operation within three months from and after the first day of June, 1913."

As I have several times previously reported, no attempt has been made by the Company to obtain the necessary consent of the City to the change of motive power from the monorail system to the overhead trolley. At the present writing not one step has been taken toward the construction of

(a) Overhead wires on City Island;

(b) Roadbed and equipment through Pelham Bay Park.

Under date of April 21, 1913, one month before the consent for reorganization had been granted, I addressed a communication to the Counsel for the Interborough Rapid Transit Company, reading as follows:

"J. OSGOOD NICHOLS, Esq., *Counsel, Interborough Rapid Transit Company,* 165 Broadway, City:

"Dear Sir—In order that there may be no delay in reporting upon any application which it would be necessary for the above-named railroads or a reorganized railroad to make to the Board of Estimate and Apportionment, after the Public Service Commission for the First District, has handed down a decision in the pending proceedings for a reorganization, change of motive power and change of gauge, I would request that you file at once, with the Board of Estimate and Apportionment, any petitions which will be necessary for the consent of The City of New York to consummate the changes proposed by your Company.

"Your immediate attention to this will oblige, Yours very truly,

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

—and on May 19, 1913, called his attention to the fact that no reply to this communication had been received. No application has since been made to the Board of Estimate and Apportionment for its consent to a change of motive power or change of route.

Instead of proceeding with the immediate construction of its railway under the order of the Public Service Commission, apparently all that the Company has done up to the present time has been to apply to the Commission for extensions of time and has received three extensions of time, the last of which will expire April 1, 1914, in which to complete the construction of its railway. The petitions upon which these extensions of time were granted allege the main reason for non-compliance with the terms of the original order to be the failure of the Park Commissioner to issue the necessary permits for the construction of the road through Pelham Bay Park and that this action was taken by the Commissioner upon advice of the Corporation Counsel. Had it been the intention of the Company to live up to the order of the Commission, it should have applied to the Board, as outlined in the letter above quoted, and the matter would have been settled. On City Island the Company has not commenced the stringing of its wires and from the City Island Bridge to Belden Point is still operating the two discarded horse cars of the former Metropolitan Street Railway Company, which, to say the least, are a disgrace.

For the construction of one and one-half miles of railway through the park and of three miles of overhead trolley wires with the necessary feeders, the Company has been allowed to date ten months, of which nine have already passed, and nothing has been accomplished; whereas all of such work could have been done, had the Company so desired, within sixty days, or at the utmost, ninety days.

It will be physically impossible for the Company to complete the construction of its road from Bartow Station to Belden Point by April 1, 1914, the time fixed by the last order of the Public Service Commission, and it seems reasonable to infer that an application for a further extension of time will be made.

From the foregoing statement of facts it appears and is stated without fear of contradiction that the Company, despite its promises made to the Public Service Commission, has not shown good faith.

It is recommended that the Board adopt a resolution to the effect that in view of the facts, the Pelham Park and City Island Railway Company, Inc., is entitled to no further extension of time after April 1, 1914, and requesting the Public Service Commission for the First District to decline to extend the time for construction further and to declare its order of May 27, 1913, null and void and of no effect by reason of the failure of the Company to comply with its terms and conditions and that it is the desire of this Board that said Commission co-operate with it in forcing this Company to vacate the field, as has been evidenced to be the attitude of the Board, as shown by its action of July 31 last in directing the Corporation Counsel to request the Attorney General to bring suit for the forfeiture of the rights and franchises of the Pelham Park Railroad Company, in order to permit other companies to enter the field and furnish service commensurate with the needs of the people of City Island and the summer visitors to the Island and the Park.

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

J. Osgood Nichols, of Counsel for the Company, was present.

At the request of the President of the Borough of The Bronx, action was deferred until the meeting of March 20, 1914, and the Secretary was directed to request the Public Service Commission for the First District to refrain from granting a further extension of time to this company, should such a petition be presented, until this Board shall have an opportunity to communicate further with it.

Union Railway Company of New York City (Cal. No. 19).

In the matter of the petition of the Union Railway Company of New York City for permission to construct, maintain and operate three extensions to its existing street surface railway as follows:

(a) Upon and along East 136th Street, from Third Avenue to Lincoln Avenue, Borough of The Bronx,

(b) Upon and along Willis Avenue and 134th Street, Borough of The Bronx, over the Willis Avenue Bridge to 125th Street, Borough of Manhattan, and over existing tracks on 125th and other streets to Fort Lee Ferry,

(c) Upon and along Southern Boulevard Approach to the Willis Avenue Bridge, Borough of The Bronx.

At the meeting of February 6, 1914, the proposed form of contract to govern the grant was referred to the Franchise Committee.

The Secretary presented the following:

New York, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—Your Committee, to which was referred the proposed form of contract for a grant of a franchise to the Union Railway Company of New York City to extend its lines across the Willis Avenue Bridge, to and across 125th Street in the Borough of Manhattan, to the Fort Lee Ferry, would report as follows:

That we have examined the proposed form of contract and believe that it is in the interest of the City that it should be granted, it being understood that the Public Service Commission, in accordance with its communication to the Board dated February 7, 1914, will exempt the Union Railway Company from the provisions of the Transfer Law for giving transfers to the lines of the Third Avenue Railway Company in the Borough of Manhattan. We believe that this extension to the railway will be one step in obliterating Borough lines and will carry passengers from all parts of The Bronx to and from the Borough of Manhattan, with an opportunity to change to lines of other railroads, both surface, elevated and subway, at convenient points, whereas at the present time all passengers from The Bronx brought across the Harlem River have to end their journey at 129th Street and Third Avenue.

We, therefore, recommend that the Board tentatively approve the proposed form of contract, enter the same upon the minutes and fix a date for a final public hearing.

Respectfully, JOHN PURROY MITCHEL, Mayor; GEORGE McANENY, President of the Board of Aldermen; DOUGLAS MATHEWSON, President of the Borough of The Bronx.

City of New York, Law Department, Office of the Corporation Counsel, New York, January 30, 1914.

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

Sirs—I am in receipt of a communication dated January 23, 1914, signed by Joseph Haag, Secretary, and reading as follows:

"I transmit herewith copy of a report containing forms of contract and agreement from the Bureau of Franchises on the application of the Union Railway Company of New York City to construct, maintain and operate three extensions to its existing street surface railway as follows:

"(a) Upon and along East 136th Street from 3d Avenue to Lincoln Avenue, Borough of The Bronx.

"(b) Upon and along Willis Avenue and 134th Street, Borough of The Bronx, over the Willis Avenue Bridge to 125th Street, Borough of Manhattan, and over existing tracks in 125th and other streets to Fort Lee Ferry.

"(c) Upon and along Southern Boulevard Approach to the Willis Avenue Bridge, Borough of The Bronx.

"The report was this day presented to the Board and the forms of contract and agreement were referred to you for approval as to form and to incorporate therein such matter as you may deem advisable to fully protect the interests of the City."

I have examined the forms of contract and agreement referred to in above communication and return the same with my approval as to form. Respectfully yours,

LOUIS H. HAHLO, Acting Corporation Counsel.

The following was offered:

Whereas, The Union Railway Company of New York City has, under date of March 31, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate street surface railway extensions to its existing system upon and along the following routes:

First—East 136th Street from Third Avenue to Lincoln Avenue, Borough of The Bronx.

Second—From the intersection of Willis Avenue and 134th Street, Borough of The Bronx, over the Willis Avenue Bridge and its approaches to 125th Street, Borough of Manhattan, and upon and along 125th Street, Manhattan Street, 12th Avenue and West 129th Street.

Third—From the intersection of the Willis Avenue and Southern Boulevard approaches to the Willis Avenue Bridge, upon and over said Southern Boulevard or easterly approach to the Southern Boulevard, in the Borough of The Bronx; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws this Board adopted a resolution on April 10, 1913, fixing the date for a public hearing thereon as May 8, 1913, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Evening Mail" and "New York Press," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for, and proposed to be granted to the Union Railway Company of New York City, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Union Railway Company of New York City, containing the form of proposed contract for the grant of such franchise or right be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Union Railway Company of New York City the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of the City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of the City of New York, as follows, to wit:

Proposed Form of Contract.

This contract, made and executed in duplicate this day of , 1914, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Union Railway Company of New York City (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate double and single track extensions to its present street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Boroughs of Manhattan and The Bronx, in The City of New York, upon the following routes, to wit:

First—Beginning at and connecting with the existing tracks of the Company in Lincoln avenue; thence westerly by double track in, upon and along East 136th street to and connecting with the existing tracks of the Company in 3d avenue, Borough of The Bronx, in order that the title of said company to operate over such route may be perfected and legalized.

Second—Beginning at and connecting with the existing tracks of the Company in Willis avenue, at or near the northerly side of East 134th street, Borough of The Bronx; thence southerly by double track in, upon and along Willis avenue and upon and over the Willis avenue bridge and its approaches, to East 125th street, Borough of Manhattan; thence by double track westerly in, upon and along said East 125th street and West 125th street to Manhattan street; thence by double track westerly in, upon and along said Manhattan street to West 129th street; thence westerly by single track in, upon and along said Manhattan street to 12th avenue; thence southerly by double track in, upon and along said 12th avenue to West 129th street; thence easterly by single track in, upon and along said West 129th street to Manhattan street, and there connecting with the existing east-bound track in said Manhattan street.

Third—Beginning at and connecting with the above described tracks on the Willis avenue bridge at the intersection of the northerly and easterly approaches to said bridge; thence easterly and northerly by double track upon and over said easterly approach to and connecting with the existing tracks in Southern Boulevard, Borough of The Bronx.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said routes. The said routes with turnouts, switches and crossovers, hereby authorized, are shown upon two maps entitled, respectively:

(a) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Borough of The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

(b) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

—each of said maps is signed by Edward A. Maher, Vice-President, and T. E. Mullaney, Chief Engineer; a copy of each of said maps is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing descriptions and the other provisions of this contract may be permitted by resolution of the Board.

The first and third routes above described to be operated by the Company as parts of continuous routes in connection with its existing lines in the Borough of The Bronx and the second route above described to be operated by the Company as part of a continuous route in connection with its existing lines in the Borough of The Bronx, to and over the Willis Avenue Bridge and its approaches, to 125th street, in the Borough of Manhattan, and by means of trackage agreements with other companies upon and along 125th street and other streets to the intersection of Manhattan street and 12th avenue, and upon failure of the Company to so operate said routes, the rights hereby granted shall cease and determine.

Nothing in this contract shall be construed as permitting the construction of more

than one double track street surface railway upon any of the routes hereinabove described.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company.

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said three (3) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until August 2, 1936, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years, and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuation so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

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

(a) The sum of one thousand dollars ($1,000) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years, an annual sum which shall in no case be less than three thousand eight hundred and seventy-five dollars ($3,875), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three thousand eight hundred and seventy-five dollars ($3,875).

During the second term of five (5) years, an annual sum which shall in no case be less than seven thousand one hundred dollars ($7,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand one hundred dollars ($7,100).

During the third term of five (5) years, an annual sum which shall in no case be less than seven thousand eight hundred dollars ($7,800), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand eight hundred dollars ($7,800).

During the fourth term of five (5) years, an annual sum which shall in no case be less than eight thousand six hundred dollars ($8,600), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of eight thousand six hundred dollars ($8,600).

During the remaining term, expiring August 2, 1936, an annual sum which shall in no case be less than nine thousand four hundred and fifty dollars ($9,450), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of nine thousand four hundred and fifty dollars ($9,450).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company from all sources within the limits of the City as shall bear the same proportion to its whole gross receipts as the length of the extensions hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

(c) For the use of the Willis Avenue Bridge and its approaches during the term expiring August 2, 1916, an annual sum of two thousand five hundred dollars ($2,500); during the succeeding term of five (5) years expiring August 2, 1921, an annual sum of two thousand seven hundred and fifty dollars ($2,750), and during the remaining term of fifteen (15) years expiring August 2, 1936, an annual sum of five thousand dollars ($5,000). The compensation herein reserved shall commence from the date on which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year, and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

Whenever the percentage required to be paid shall exceed the minimum amount as above, then such sum over and above such minimum shall be paid on or before November 1 in each year for the year ending September 30, next preceding.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law, as amended, and such charges as are required under chapter 340 of the Laws of 1892 to be paid by the Company for these extensions, if said act applies to or controls the Company in relation to the rights and privileges hereby granted.

The City does not and shall not demand or require the payment by the Company of a percentage of gross receipts under the provisions of chapter 340 of the Laws of 1892, on the gross receipts earned on the extensions constructed pursuant to this contract.

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

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the routes hereinbefore described, and the Company shall not at any time oppose, but shall, upon request of the Board, consent to the use for street surface railway purposes of the tracks and appurtenances covered by this grant, or any portion thereof, by any such other corporation or individual which may receive a franchise therefor from the City.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the routes herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted, and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company and shall have the right to continue such operation until this contract, or the right to use such property under the terms of this contract granted said corporation or individual by the City, shall expire. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One fit and impartial person shall be chosen by the Company; one fit and impartial person shall be chosen by such corporation or individual, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators, as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privileges. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator, as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Supreme Court upon the application of either party.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues and upon the bridge shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract, and the said streets, avenues and bridge shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues and upon the bridge over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon the bridge and its approaches, or upon private property, shall be

constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—The portion of said railway in the Borough of Manhattan shall be operated by underground electric power substantially similar to the system of underground electric power now used by the street surface railways in the Borough of Manhattan; provided that any other power may be used, except locomotive steam power, horse power or overhead electric power, which may be lawfully used, approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York. The portion of said railway in the Borough of The Bronx and upon the Willis Avenue Bridge and its approaches, may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of The Bronx; provided that any other power may be used, except locomotive steam power or horse power, which may be lawfully used, approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York.

Provided, however, that the Board, upon giving to the Company one (1) year's notice, may require the Company to operate its railway upon the whole or upon any portion of the routes herein authorized by underground electric power substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and upon the bridge and its approaches, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets, avenues and bridge of the City.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the routes hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride, from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized, other than passenger cars and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders and wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues or bridge in or upon which said railway shall be constructed, shall cause to be watered at least three (3) times every twenty-four (24) hours when the temperature is above thirty-five (35) degrees Fahrenheit, the entire width of the streets, avenues and bridge, except when the width of such streets, avenues and bridge shall exceed sixty (60) feet between curb lines, in which case the Company shall cause to be watered only sixty (60) feet in width of such roadway, and the Company shall provide for such purpose at least one tank car, the capacity of which shall be sufficient to water such streets, aveuues and bridge in a satisfactory manner.

Twentieth—The Company shall at all times keep the streets, avenues and bridge, upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

And provided further, that the Company shall, at the option of the Commissioner of Bridges, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of roadway upon the bridge and its approaches.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, or upon the bridge, the Company shall pave and keep in permanent repair that portion of the surface of the street, avenue or bridge in or upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, wherever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to pave or repair the pavement on the streets after the expiration of twenty (20) days' notice to do so from the President of the Borough having jurisdiction, or in case of the neglect of the Company to pave or repair the pavement on the bridge after the expiration of thirty (30) days' notice so to do from the Commissioner of Bridges, said President or said Commissioner, as the case may be, may pave or repair the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues or upon the bridge, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues, the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall keep and maintain the tracks and the electrical equipment upon the bridge and its approaches necessary for the operation of cars thereon in good order and repair and in such manner as shall be approved and directed by the Commissioner of Bridges, and shall furnish all motive power required by the Commissioner of Bridges for the operation of its cars. If deemed necessary by the Commissioner of Bridges, the Company shall install and operate a system of signals to insure the safe and efficient operation of cars, such system to be approved by the Commissioner of Bridges. The Company shall submit to the Commissioner of Bridges plans and specifications for the proposed construction upon the bridge, which plans and specifications shall be approved by said Commissioner of Bridges before any part of said construction shall be commenced and the Commissioner of Bridges may require the Company to make such alterations in the bridge structure as are necessary in order to permit of the safe operation of cars thereon without in any way impairing the usefulness of the bridge. In the event of any necessity for changing the layout of tracks, curves, switches, sidings or platforms on the bridge in order to facilitate operation of cars by the Company, said Company must do all the work and furnish all the labor and tools necessary for effecting such changes, which shall all be made under the control and direction of the Commissioner of Bridges, and no such changes or construction connected therewith, or relating thereto, shall be made unless the plan or plans for the same have been first submitted to the Commissioner of Bridges and approved by him.

Twenty-sixth—Before beginning the operation of cars, the Company shall file with the Commissioner of Bridges a statement for his approval and assent as to the type of car which it proposes to operate and a sketch showing clearance dimensions, weight on axles and wheel spacing or such other information as may be required by said Commissioner. All cars operated over the bridge by the Company and all equipment and appliances relating to such operation shall be subject at all times to the inspection of the Commissioner of Bridges or his authorized representatives, who shall have power to forbid the entrance to the bridge of cars which may for any reason be unsatisfactory, and who shall have power to direct the removal of any old or inadequate appliance and the substitution therefor of appliances of approved character.

Said Commissioner may adopt rules and regulations in regard to the number of cars to be operated over the bridge, the rate of speed of said cars, the movement and headway thereof, the type and weight of cars to be used and the condition thereof, the switching of cars and the use of platforms and the control of the electrical current used by the Company, and the said Commissioner may alter and amend any such rules and regulations so as to secure the safety and comfort of persons using the bridge and preserve the purposes for which the bridge was constructed, and, upon serving notice upon the Company that such rules and regulations have been made, amended or altered, the Company shall comply with all requirements thereof.

Twenty-seventh—Nothing in this contract shall be deemed to affect in any way the right of the Commissioner of Bridges to make any alterations or changes in the construction, operation or management of the bridge or to affect in any way the control of such Commissioner over such bridge, as provided by the Charter of the City.

Twenty-eighth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in..
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the company as by last report.
14. Location, value and amount paid for real estate now owned by the company.
15. Number of passengers carried during the year.
16. Total receipts of company for each class of business.
17. Amounts paid by the company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries, and such other information in regard to the business of the Company as may be required by the Board.

Twenty-ninth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Thirtieth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board or of the Commissioner of Bridges acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Thirty-first—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets or of the bridge shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Thirty-second—The Company shall assume all liability to persons or property by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Third-third—This grant is upon the express condition that any and all sums of money or any securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City for the faithful performance by the Company of the several franchises so granted, shall likewise form a fund for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board or of the Commissioner of Bridges acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street and bridge pavement, the repair and maintenance of tracks and equipment upon the bridge and its approaches, and the removal of snow and ice and the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board hereunder, relating to the headway, heating and lighting of cars, fenders, wheel-guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters.

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

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice in writing, pay to the City a sum sufficient to restore said security fund to the original amount, and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Thirty-fourth—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-fifth—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement, encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-sixth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Section 3. The grant of this privilege to the Company is likewise subject to the following conditions:

This contract shall not become operative until the Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board of Estimate and Apportionment.

First—An agrement with the Third Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on 125th street between First avenue and Manhattan street by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon failure of the said Third Avenue Railway Company for any reason at any time hereafter to permit the use of its tracks on 125th street between First avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Second—An agrement with the Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on Manhattan street from 125th street to 12th avenue; on 12th avenue from Manhattan street to West 129th street, and on West 129th street from 12th avenue to Manhattan street; by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon the failure of the said Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, for any reason at any time hereafter, to permit the use of its tracks on Manhattan street betweeen West 125th street and 12th avenue, 12th avenue between Manhattan street and West 129th street, and West 129th street between 12th avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Section 4. Nothing in this contract shall be construed as in any limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

Section 5. This grant is also upon the further and express condition that the provisions of article 5, and the other provisions of the railroad law pertinent hereto shall be strictly complied with by the Company.

Section 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK,

(Corporate Seal.) By.....Mayor.

Attest: ....., City Clerk.

UNION RAILWAY COMPANY OF NEW YORK CITY,

(Seal.) By.....President.

Attest: ....., Secretary.

(Here add acknowledgements.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and the terms and conditions, including the provisions as to rates, fares and charges are as hereinbefore specified, and fully set forth in and by the foregoing form of proposed contract, for the grant of such franchise or right;

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the Union Railway Company of New York City, and the said form of a proposed contract for the grant of such franchise or right containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Friday April 17, 1914, in the CITY RECORD and at least twice during the ten (10) days immediately prior to Friday April 17, 1914, in two (2) daily newspapers to be designated by the Mayor therefor, and published in the City of New York, at the expense of the Union Railway Company of New York City, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the grant of a franchise applied for by the Union Railway Company of New York City, and fully set forth and described in the foregoing form of proposed contract, for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Friday, April 17, 1914, at 10.30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

Which was adopted by the following vote:

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

FINANCIAL MATTERS.

President, Borough of Manhattan—Establishment of Grades of Position of Laboratory Assistant (Cal. No. 1).

The Secretary presented:

Communication from the President, Borough of Manhattan, dated February 26, 1914, requesting the establishment of the grades of position of Laboratory Assistant, at $750 and $1,050 per annum, for an unlimited number of incumbents.

Which was referred to the Committee on Salaries and Grades.

Department of Education—Compensation of Janitors (Cal. No. 2).

The Secretary presented:

Communication from the Secretary, Board of Education, dated February 26, 1914, transmitting certified copies of two resolutions adopted by said Board on February 25, 1914, requesting the fixing of the compensation of Janitors of various school buildings.

Which was referred to the Committee on Salaries and Grades.

Public Administrator, Kings County—Establishment of Grade of Position of Chief Clerk (Cal. No. 3).

The Secretary presented:

Communication from the Surrogate of Kings County, dated February 24, 1914, recommending that the salary of the Chief Clerk in the office of the Public Administrator be increased from $2,000 to $2,500 per annum, and communication from the Chief Clerk requesting said increase.

Which were referred to the Committeee on Salaries and Grades.

Surrogate, Queens County—Establishment of Grades of Positions of Copyist and Assistant Clerk (Cal. No. 4).

The Secretary presented:

Communication from the Surrogate of Queens County, dated February 21, 1914, requesting the establishment of the following grades of positions in his office: Copyist at $1,350, and $1,050 per annum, and Assistant Clerk at $600 per annum.

Which was referred to the Committee on Salaries and Grades.

Department of Health—Establishment of Grade of Position of Lay Assistant Director of Bacteriological Laboratories (Cal. No. 5).

The Secretary presented:

Communication from the Board of Health, dated February 28, 1913, withdrawing request of the Board of Health for the establishment of the grade of position of Lay Assistant Director of Bacteriological Laboratories at $1,800 per annum for one incumbent, which was referred to the Committee on Salaries and Grades on January 23, 1914.

Which was referred to the Committee on Salaries and Grades.

Department of Parks, Borough of Brooklyn—Establishment of Grade of Position of Clerk (Cal. No. 6).

The Secretary presented:

Communication from the Commissioner of Parks, Borough of Brooklyn, dated March 3, 1914, requesting the establishment in his office of the grade of position of Clerk at $1,650 per annum for one incumbent.

Which was referred to the Committee on Salaries and Grades.

President, Borough of Brooklyn—Authority to Charge Cost of Repaving Certain Streets to Repaving Bond Fund (Cal. No. 7).

The Secretary presented:

Communication from the President, Borough of Brooklyn, dated February 25, 1914, requesting authority to charge the cost of repaving portions of Nostrand avenue, Greene avenue, Bergen street, Front street and Hicks street to the repaving bond fund.

Which was referred to the Comptroller.

Borough of Richmond—Work Schedule for the Quarter Ending March 31, 1914, for Bureaus of Highways, Street Cleaning and Sewers (Cal. No. 8).

The Secretary presented:

Communication from the Assistant Commissioner of Public Works, Borough of Richmond, dated February 28, 1914, submitting work schedule for the quarter ending March 31, 1914, in accordance with the resolution adopted in the Budget for the year 1914, governing allowances made on the cost data basis for the Bureaus of Highways, Street Cleaning and Sewers of that Borough for the year 1914.

Which was referred to the Comptroller.

Department of Bridges—Approval of Contract, Specifications, Etc. (Cal. No. 9).

The Secretary presented:

Communication from the Commissioner of Bridges, dated February 26, 1914, requesting approval, pursuant to chapter 670 of the Laws of 1907, of the contract, plans and specifications (estimated cost $4,000) for furnishing and installing security cabinets in the vault in the Municipal Building.

Which was referred to the Comptroller.

Department of Education—Appropriation for Elevator Service in Wadleigh High School (Cal. No. 10).

The Secretary presented:

Petition of the Wadleigh High School Students' Association, dated February 20, 1914, requesting the Board to appropriate the necessary funds to give adequate elevator service in the Wadleigh High School.

The Comptroller moved that the Secretary be instructed to return the petition with the suggestion that it be sent to the Board of Education.

Which motion was adopted by the following vote:

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

Department of Correction—Establishment of Reformatory for Male Misdemeanants at New Hampton, N. Y. (Cal. No. 11).

The Secretary presented:

Communication from the Commissioner of Correction, dated February 27, 1914, outlining a plan for handling the problem of establishing the New York City Reformatory for Male Misdemeanants on the property acquired for the purpose at New Hampton, Orange County, New York, and requesting in the event of this plan appealing to the Board that it recommend to the Board of Aldermen the issue of $10,000 special revenue bonds, under the provisions of subdivision 8, section 188 of the Charter, for preliminary work in connection with the establishment of a Farm Colony.

Which was referred to the Committee on Social Welfare.

Public Service Commission, First District—Consent to Contracts for Track Materials for Construction of Rapid Transit Railroads Under Contract No. 4, and the Issue of Corporate Stock Therefor (Cal. No. 12).

The Secretary presented:

Communications (12) from the Public Service Commission, dated February 27, 1914, transmitting for the consent of the Board eleven contracts for track materials required in the construction of Rapid transit railroads under Contract No. 4 with the New York Municipal Railway Corporation, also requesting the Board to prescribe a limit to the amount of bonds available to meet the requirements of said contracts, as follows:

Contractor and Nature of Contract.	Amount of Corporate Stock to be Authorized.
American Brake, Shoe and Foundry Company, for washers	$1,488 40
American Brake, Shoe and Foundry Company, for adjustable separators	1,822 50
Bethlehem Steel Products Company, for open hearth rails	127,108 00
American Iron and Steel Manufacturing Company, for bolts and nuts.	6,308 40
American Iron and Steel Manufacturing Company, for screw spikes	2,560 00
The Creepcheck Company, Inc., for anti-creepers	2,736 00
The Eastern Malleable Iron Company, Inc., for end inclines	1,032 00
The Eastern Malleable Iron Company, Inc., for rail braces	1,524 50
Lackawanna Steel Company, for cut track spikes	3,569 00
Manganese Steel Rail Company, for manganese rails	43,199 52
The Rail Joint Company, for splice bars	19,035 00
J. M. Burton & Company, Inc., for ties and timber	96,540 00

Which were referred to the Comptroller.

Department of Public Charities—Increase in Allowance to the Worthy Blind (Cal. No. 13).

The Secretary presented:

Communication from the Manhattan and the Bronx Blind People's League dated March 2, 1914, petitioning the Board to increase the annual allowance made to the worthy blind of New York.

Which was referred to the Comptroller.

Fire Department—Replacement of Horse-Drawn Vehicles by Motor Vehicles (Cal. No. 14).

The Secretary presented:

Communication from C. D. LeVey urging the Board to disapprove of any appropriation to replace the horse-drawn vehicles in the Fire Department by motor vehicles.

Which was referred to the Fire Commissioner.

President, Borough of Queens—Issue of Corporate Stock (Cal. No. 15).

The Secretary presented:

Communication from the President of the Borough of Queens dated February 26, 1914, requesting issue of $7,500 corporate stock for the construction of a dock at the foot of North 10th street, College Point, to be used as an approach and a mooring for a floating bath to be located at said point.

Which was referred to the Committee on Corporate Stock Budget.

Fire Commissioner—Issue of Corporate Stock (Cal. No. 16).

The Secretary presented:

Communication from the Fire Commissioner dated February 26, 1914, requesting an additional issue of corporate stock in the sum of $31.69 for the erection of a fire house at Bailey avenue and Boston road, The Bronx, and the rescission of the unencumbered balance in said amount in the corporate stock account for the erection of the fire house at Ogden avenue, Highbridge, The Bronx.

Which was referred to the Committee on Corporate Stock Budget.

Department of Parks, Manhattan and Richmond—Issue of Corporate Stock (Cal. No. 17).

The Secretary presented:

Communication from the Commissioner of Parks, Boroughs of Manhattan and Richmond, dated February 24, 1914, requesting the issue of $25,000 corporate stock as an additional equipment fund for the American Museum of Natural History.

Which was referred to the Committee on Corporate Stock Budget.

Department of Education—Acquisition of Site for Manhattan Trade School for Girls (Cal. No. 18).

The Secretary presented:

Communication from the Secretary, Board of Education, dated February 26, 1914, transmitting certified copy of resolution adopted by said Board on February 25, 1914, requesting the Board to authorize the issue of corporate stock in a sum equivalent to that realized from the sale by the Commissioners of the Sinking Fund of three parcels of land in the Borough of Brooklyn, acquired by the Board of Education for school purposes, said amount to be applied to the acquisition of a suitable site and erection of a building for the Manhattan Trade School for Girls.

Which was referred to the Committee on Corporate Stock Budget.

Department of Docks and Ferries—Improvement of the East River and Other Waters of the Port of New York (Cal. No. 19).

The Secretary presented:

Communication from the New York Board of Trade and Transportation, dated February 28, 1914, suggesting a method for the improvement of the East River and other waters of the Port of New York in the event of the Federal Government making provision to carry out the projects recommended by the Board of Engineers, United States Army, for widening the main harbor channel opposite the New Jersey anchorage grounds; for rectifying and rendering navigable the Harlem Ship Canal from the North to the East Rivers, etc.

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

Department of Street Cleaning—Advocacy of the Use of Sewers for Snow Disposal (Cal. No. 20).

The Secretary presented:

Communication from H. Fortescue advocating the use of sewers for snow disposal.

Which was referred to the Committee on Street Cleaning.

Normal College of The City of New York—Statement Concerning Pensions (Cal. No. 21).

The Secretary presented:

Communication from the Chairman, Executive Committee, Normal College, City of New York, submitting for the consideration of the Board a statement concerning pensions for the teaching and supervising staff of said College and enclosing draft of a law based upon the ideas and principles outlined in said communication.

Which was referred to the Mayor's Committee on Pensions.

President, Borough of Brooklyn—Designation of Commissioner of Public Works to Act as Borough President (Cal. No. 22).

The Secretary presented the following communication from the President, Borough of Brooklyn, dated March 2, 1914, designating Mr. E. W. Voorhies as Commissioner of Public Works of that borough, and of his designation as Acting Borough President to act in the Board of Estimate and Apportionment, which was ordered printed in the minutes and filed.

The City of New York, Office of the President of the Borough of Brooklyn, Brooklyn, March 2, 1914.

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

Dear Sir—You are hereby notified that Mr. E. W. Voorhies, of No. 2188 Ocean avenue, Brooklyn, was appointed on February 19th, 1914, as Commissioner of Public Works, Borough of Brooklyn, with authority to sign all orders, vouchers and payrolls, to preside at Local Board meetings, and to perform all other acts of that office. I have also conferred upon him power, in my stead, to perform the duties of Borough President, in my absence, in accordance with section 383 of the Greater New York Charter. This includes authority to act in the Board of Estmate and Apportionment.

Yours very truly, L. H. POUNDS, President, Borough of Brooklyn.

College of Commerce and Administration and Museum of Commerce and Civics —Legislation on Establishment of (Cal. No. 23).

The Secretary presented:

Communication from Assistant Corporation Counsel Edward J. McGoldrick, dated February 25, 1914, advising the Board of the introduction in the Legislature of an act to authorize and empower The City of New York to establish and maintain a College of Commerce and Administration and Museum of Commerce and Civics and to provide a site therefor.

(On February 6, 1914, the Board adopted a resolution authorizing and directing the Corporation Counsel to cause to be introduced legislation as above.)

Which was ordered filed.

Walker-Griffin Removal Bills—Communication from Civil Service Reform Association Requesting the Board to Aid in Preventing the Passage Thereof (Cal. No. 24).

The Secretary presented a communication from the Civil Service Reform Association, dated February 28, 1914, requesting the Board to aid in preventing the passage through the Legislature of the so-called Walker-Griffin Removal Bills.

Mr. Alfred J. Talley, representing the New York Civil Service Society, appeared in favor of the bills and in opposition to the above request.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby expresses its disapproval of the provision contained in the so-called "Walker-Griffin Removal Bills," now pending in the Legislature, which provides the right of review in the courts of the removal of employees in the Civil Service of The City of New York and the counties within the limits thereof.

Which was adopted by the following vote:

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

President, Borough of Manhattan—Site for Municipal Court House at 28 2d Avenue, Manhattan (Cal. No. 25).

The Secretary presented the following communication from the Corporation Counsel:

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

In the matter of acquiring title by The City of New York to certain lands and premises situated at and near the southeasterly corner of 2d street and 2d avenue, in the 17th Ward of the Borough of Manhattan, in the City of New York, duly selected as a site for a Municipal Court House, according to law.

To the Board of Estimate and Apportionment:

Gentlemen—It appears from the survey of the premises No. 28 2d avenue sought to be acquired in the above-entitled proceeding that the southerly wall of the rear building on said premises is a party wall standing 6½ inches upon the premises known as No. 26 2d avenue and 5½ inches on No. 28 2d avenue and that the owner of No. 26 2d avenue has an easement in the said wall so long as it shall stand. Said wall is 27 feet 8 inches in length.

If said party wall easement is to be extinguished and the City vested with the right to remove or destroy such portion of said wall as stands on the premises No. 28 2d avenue, the owner of the property No. 26 2d avenue will be entitled to an award for such damages as he may sustain by reason of the removal of such portion of the wall, as such removal will necessitate his building a new wall entirely upon the latter premises.

A copy of the survey was, by direction of Mr. Julian Beatty, Superintendent of Public Buildings in the office of the President of the Borough of Manhattan, sent to Mr. Alfred Hopkins, the architect who is designing the plans for the Court House to be erected on the site being acquired, to ascertain whether, in the event that the party wall is not disturbed, it would interfere with the plans being prepared by Mr. Hopkins.

I am in receipt of a communication from Mr. Hopkins under date of February 4, 1914, a copy of which I enclose. It will be noted from this communication that the continued maintenance of the party wall to the extent to which it encroaches will not conflict with the plans which have been prepared for the construction of the Court House, as the plans call for an open light court along the entire southerly part of the premises No. 28 2d avenue.

There is, therefore, no reason, so far as the party wall is concerned, why the property should not be acquired subject to the easement of such wall. But the communication from Mr. Hopkins also states:

"There are certain chimneys shown on No. 28 2d avenue to the north of the party walls which will interfere with our plans if used by No. 26 2d avenue. If, however, they are used by No. 28 2d avenue and are the property of No. 28 2d avenue they will be torn down when this building is destroyed and will therefore not interfere in any way with our plans."

In reference to these chimneys, my Assistant directed an examination to be made by Mr. David A. Breen, builder, for the purpose of ascertaining whether the chimney breasts on the north of the party wall referred to are used entirely by No. 28 2d avenue or are used in common by occupants of 26 2d avenue as well as 28 2d avenue.

I am in receipt of a communication from Mr. Breen under date of February 9, 1914, a copy of which is herewith enclosed, in which it is stated that the chimney breasts to the north of the party wall (being the chimneys referred to in the communication of Mr. Hopkins) are used entirely by No. 28 2d avenue and that it is safe and practical to remove the breast from the north side of the wall when the premises No. 28 2d avenue are destroyed, without interfering with the chimney on the south side of said wall.

If, therefore, it is not the desire of your Board to acquire the right to remove such portion of said party wall as stands on the premises No. 28 2d avenue, I would suggest the adoption of the following resolution:

Whereas, By an ordinance duly adopted February 25, 1913, the Board of Aldermen did select as a site for a court house certain property at and near the southeasterly corner of 2d avenue and 2d street, in the Seventeenth Ward of the Borough of Manhattan, in the City and County of New York, known as lots 5, 6, 7 and 8 in block No. 443, section 2, on the land map of the Borough of Manhattan, which said lot No. 5 in block No. 443, section 2, is known by the street number 28 2d avenue; and

Whereas, By a resolution of the Board of Estimate and Apportionment duly adopted on the 27th day of March, 1913, said selection was duly approved and the Corporation Counsel was directed to institute condemnation proceedings for the acquisition of said property for the purposes aforesaid; and

Whereas, It appears that the owner of the premises No. 26 2d avenue, adjoining on the south the premises No. 28 2d avenue, has an easement in the wall between the rear building standing on said two properties, consisting of the right to have said party wall remain as a wall for the protection and benefit of said adjoining property, to wit, No. 26 2d avenue; therefore, be it

Resolved, That title to the premises known as No. 28 2d avenue shall be acquired subject to the easement of the owner of the adjoining property on the south (known as No. 26 2d avenue), in, for and to such wall, so long as said wall shall stand; but nothing in this resolution contained shall be construed to prevent the destruction and removal of the chimney breast or breasts on the north side of said party wall, or any other structures which project upon No. 28 2d avenue more than 5½ inches.

As the owner of No. 26 2d avenue has appeared in the proceeding and is claiming substantial damages for the contemplated destruction of said wall, I respectfully suggest that this matter receive the early attention of your Board.

I transmit herewith a blueprint survey of the site in question made by Francis W. Ford's Sons, dated November 26, 1913. Respectfully yours,

C. D. OLENDORF, Acting Corporation Counsel.

The following resolution was offered:

Whereas, By an ordinance duly adopted February 25, 1913, the Board of Aldermen did select as a site for a court house certain property at and near the southeasterly corner of 2d avenue and 2d street, in the Seventeenth Ward of the Borough of Manhattan, in the City and County of New York, known as lots 5, 6, 7 and 8 in block No. 443, section 2, on the Land Map of the Borough of Manhattan, which said lot No. 5 in block No. 443, section 2 is known by the street number 28 2d avenue; and

Whereas, By a resolution of the Board of Estimate and Apportionment duly adopted on the 27th day of March, 1913, said selection was duly approved and the Corporation Counsel was directed to institute condemnation proceedings for the acquisition of said property for the purposes aforesaid; and

Whereas, It appears that the owner of the premises No. 26 2d avenue, adjoining on the south the premises No. 28 2d avenue, has an easement in the wall between the rear building standing on said two properties, consisting of the right to have said party wall remain as a wall for the protection and benefit of said adjoining property, to wit, No. 26 2d avenue; therefore, be it

Resolved, That title to the premises known as No. 28 2d avenue shall be acquired subject to the easement of the owner of the adjoining property on the south (known as No. 26 2d avenue), in, for and to such wall, so long as said wall shall stand; but nothing in this resolution contained shall be construed to prevent the destruction and removal of the chimney breast or breasts on the north side of said party wall, or any other structures which project upon No. 28 2d avenue more than 5½ inches.

Which was adopted by the following vote:

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

New York Catholic Protectory—Additional Allowance for Inmates at Lincolndale Branch, New York (Cal. No. 26).

The Secretary presented the following communication from the Comptroller suggesting that an additional allowance of fifty cents per week be made to the New York Catholic Protectory for the Lincolndale Branch, New York.

(On February 20th and 27th the above communication was laid over one week.)

The City of New York, Department of Finance, Comptroller's Office, February 4th, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—I am in receipt of a letter from Mr. Myles Tierney, President of the New York Catholic Protectory, setting forth certain facts in regard to the Cottage System maintained at Lincolndale, N. Y., where the Farming Department Branch of the New York Catholic Protectory is located.

Mr. Tierney's letter embodies a request that the Institution be allowed, for all inmates cared for at this Branch, the additional 50 cents per week for Cottage System, as specified in the Budget.

During 1913 the Budget conditions covering the Cottage System limited the number of inmates housed in one cottage to thirty, and prevented this Branch of the Institution from receiving payment for more than sixty boys out of 180 maintained. The 120 inmates disallowed were housed in two buildings known as the Oak and Cherry cottages, the number of inmates in each of these cottages exceeding the limit of thirty as specified.

The 1914 Budget rules, however, while limiting thirty inmates to the cottage, also embody the clause "or under such conditions of segregation as may be approved by the Board of Estimate and Apportionment."

Investigation of this particular Cottage System reveals the fact that conditions are satisfactory in every way, and that the inmates are receiving many advantages not enjoyed under the congregate plan.

The inmates for whom payment is requested are housed in one building, the two wings of which constitute the Oak and Cherry cottages above referred to.

I quote from Mr. Tierney's letter certain facts in connection thereto which have already been verified by an inspection of this branch of the Institution: "In each of these cottages there are sixty boys, but these are divided into two absolutely separate and distinct groups of thirty each, each group having its separate living rooms, dormitory, dining room, baths, etc., and each being under the direct care of a Christian Brother who sleeps in the dormitory with the boys and thereby has them in view during the whole night, etc."

The per capita cost of maintenance under the existing conditions, which include the Agricultural School and Dairy Farm, is upwards of $250 per annum.

The per capita amount to be paid by the City during 1914, exclusive of cottage allowance, will be $180.

Taking the above facts into consideration and believing that the management is satisfactorily conducting this work, I would suggest that this Board grant to the New York Catholic Protectory, commencing January 1, 1914, the additional cottage allowance of 50 cents per week for such inmates cared for by this Institution at the Lincolndale Branch. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the New York Catholic Protectory, commencing January 1, 1914, the additional cottage allowance of fifty (50) cents per week for such inmates cared for by said institution at the Lincolndale Branch.

Which was adopted by the following vote:

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

Board of Estimate and Apportionment, Efficiency and Budget Advisory Staff—Appointments to (Cal. No. 27).

The Secretary presented communications from his Honor the Mayor, dated February 24 and 25, 1914, transmittting the following communication from the Committee on Salaries and Grades, relative to appointments to be made upon the above staff:

(On February 27, 1914, the above matter was laid over for one week.)

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 6, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—In connection with the communication from the Mayor relative to the Efficiency Staff of the Board contained in No. 27 on the calendar of March 6, 1914, the Committee on Salaries and Grades recommends the establishment in the office of the Commissioner of Accounts of the following grades of positions for the purpose of providing for the staff at present employed in the Efficiency Bureau of this Board.

Title.	Rate Per Annum.	Number of Incumbents.
Efficiency Engineer	$6,000 00	1
Efficiency Engineer	5,000 00	1
Efficiency Engineer	4,000 00	1
Efficiency Accountant	2,100 00	1
Associate Efficiency Engineer	2,700 00	2
Associate Efficiency Engineer	2,400 00	1
Chief Efficiency Examiner	3,500 00	1
Efficiency Examiner	1,800 00	2
Efficiency Examiner	1,500 00	2
Efficiency Inspector	1,200 00	1
Sewer Cleaner	1,200 00	1
Assistant Foreman	1,200 00	1
Computer	1,500 00	2
Draftsman	1,500 00	2
Stenographer and Typewriter	1,500 00	1
Stenographer and Typewriter	1,200 00	1
Typewriting Copyist	900 00	2
Tabulating Machine Operator	900 00	1

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

Mr. Benjamin F. Welton, Efficiency Engineer, appeared and made a statement relative thereto:

The following resolution was offered:

Resolved, That, subject to the approval of the Board of Estimate and Apportionment, the Mayor be and hereby is authorized to have jurisdiction over the Efficiency and Budget Advisory Staff of the Board pending the establishment in his office of a Division of Administration.

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves and authorizes the appointment of the following named individuals to positions in the Efficiency and Budget Advisory Staff of this Board:

Victor H. Abbott, Clerk, at $300 per annum, to be effective as of February 11, 1914.

Anthony B. Uzarowicz, Typewriting Copyist, at $75 per month, to be effective March 1, 1914.

Michael F. L. Walsh, Typewriting Copyist, at $75 per month, to be effective March 1, 1914.

Clifford A. Hahn, Draftsman, at $1,500 per annum, to be effective March 1, 1914.

Orrin L. Brodie, Associate Efficiency Engineer, at $2,700 per annum, to be effective March 1, 1914.

Harry S. Harding, Efficiency Examiner, at $1,800 per annum, to be effective March 1, 1914.

Charles Kandel, Efficiency Inspector, at $100 per month, to be effective March 1, 1914.

George L. Bennett, Chief Efficiency Examiner, at $3,500 per annum, to be effective March 1, 1914.

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, in accordance with the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen, the establishment in the office of the Commissioner of Accounts of the grades of positions in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Efficiency Engineer	$6,000 00	1
Efficiency Engineer	5,000 00	1
Efficiency Engineer	4,000 00	1
Efficiency Accountant	2,100 00	1
Associate Efficiency Engineer	2,700 00	2
Associate Efficiency Engineer	2,400 00	1
Chief Efficiency Examiner	3,500 00	1
Efficiency Examiner	1,800 00	2
Efficiency Examiner	1,500 00	2
Efficiency Inspector	1,200 00	1
Sewer Cleaner	1,200 00	1
Assistant Foreman	1,200 00	1
Computer	1,500 00	2
Draftsman	1,500 00	2
Stenographer and Typewriter	1,500 00	1
Stenographer and Typewriter	1,200 00	1
Typewriting Copyist	900 00	2
Tabulating Machine Operator	900 00	1

Which was adopted by the following vote:

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

President, Borough of Queens—Issue of Corporate Stock (Cal. No. 28).

The Secretary presented:

Report of the Committee on Corporate Stock Budget, referring to the request of the President of the Borough of Queens for an appropriation of $30,000 corporate stock for the construction of permanent concrete bulkheads and wing walls and for the reconstruction of certain streets at the Ocean front, Arverne, Borough of Queens.

The Committee recommended that no appropriation be made for the above purpose until proper surveys are made and that the property adjacent to the streets be filled in by the owners to the present street bulkhead, which will remove the necessity for the construction of wing walls, and insure against a recurrence of the conditions now existing. It is suggested that the streets be made safe to protect the City and that the cost be paid from maintenance.

(On January 9, 1914, this request was referred to the above Committee.)

(On February 20, 1914, the above request was laid over for two weeks.)

Which was laid over one week (March 13, 1914).

Department of Docks and Ferries—Discontinuance of Proceedings for the Acquisition of Property Between 28th and 30th Streets and Between 57th and 61st Streets, Brooklyn (Cal. No. 29).

The Secretary presented:

Report of the Comptroller recommending that the request of the Commissioner of Docks for the discontinuance of the condemnation proceedings authorized February 8, 1907, for the acquisition of property known as Parcels Nos. 1, 2, 3 and 4, between 28th and 36th streets and 57th and 61st streets, Brooklyn, until such time as the Marginal railway is in operation and the water-front conditions in that vicinity have been readjusted, be granted.

(On November 20, 1913, a communication from the Commissioner of Docks on this subject was referred to the Comptroller for a report, and at various meetings since said date consideration of this matter was deferred, and on January 30, 1914, the report of the Comptroller, as above, was laid over to February 6, 1914.)

(On February 6, 1914, the Board was served with a summons, complaint, and order to show cause in the action of Clarence Kenyon vs. the Mayor et al., constituting the Board of Estimate and Apportionment, why said Board should not be restrained and enjoined from discontinuing the above condemnation proceedings, and the matter was laid over for two weeks, and on February 20, 1914, for one week.)

(At a special meeting of the Board held February 26, 1914, a communication was presented from the Law Department advising the Board that the application of Clarence Kenyon in the above action was denied. There was also presented a certified copy of resolution adopted by the Commissioners of the Sinking Fund on February 26, 1914, rescinding its resolution adopted April 17, 1907, consenting to the institution of condemnation proceedings for the acquisition of water-front property between 28th and 36th streets and 57th and 61st streets, Borough of Brooklyn.)

(At said special meeting of February 26, 1914, the Board adopted resolutions discontinuing the proceedings for the acquisition of wharf property, etc., between 28th and 36th streets and 57th and 61st streets, Borough of Brooklyn, and rescinding its resolution adopted February 7, 1907, authorizing the institution of said proceedings.)

(On February 27, 1914, this matter was laid over for one week.)

Also communication from the City Club, recommending the discontinuance of the proceedings.

Mr. Frank Moss, representing Clarence Kenyon, appeared and submitted proposed resolutions amending resolutions adopted by the Board on February 26, 1914.

Which were referred to the Comptroller for conference with the Corporation Counsel and for report in one week (March 13, 1914).

President, Borough of Richmond—Care of Certain Roads (Cal. No. 30.)

The Secretary presented:

Report of the Committee consisting of the Chief Engineer of the Board, the Principal Assistant Engineer of the Department of Finance and the Borough Consulting Engineers, to which was referred on October 30, 1913, the communication of the President of the Borough of Richmond asking that provision be made for the care of certain roads in the Borough of Richmond for which no funds were allowed in the Budget for 1914.

(On January 30, 1914, the above matter was referred to the Committee on Assessments, and on February 6, 1914, was referred to the Committee on Tax Budget for report to the Board on February 20, 1914.)

(On February 20 and again on February 27, 1914, this matter was laid over for one week.)

Which was laid over, and the Committee on Tax Budget requested to report thereon in one week (March 13, 1914).

President, Borough of Brooklyn—Modification of Schedule (Cal. No. 31).

The Secretary presented:

Report of the Comptroller, recommending the modification of Salary Schedule No. 557, for the office of the President of the Borough of Brooklyn for the year 1914, to be effective as of February 1, 1914, providing for the substitution of a Stenographer and Typewriter at $750 for one at $1,200, instead of one at $900, as requested.

(On February 27, 1914, the above report was laid over for one week.)

Which was laid over for one week (March 13, 1914).

Public Service Commission, First District—Consent to the Award of Contract for the Construction of Section No. 2 of Routes Nos. 4 and 38 of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad, and the Issue of Corporate Stock Therefor (Cal. No. 32).

The Secretary presented the following communication from the Public Service Commission for the First District, requesting the consent of the Board to the award of the contract between The City of New York, Interborough Rapid Transit Company and the Degnon Contracting Company for the construction of Section No. 2 of Routes 4 and 38 of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad and issue of corporate stock in the sum of $152,976.10 for the carrying out of said contract and the following report of the Comptroller recommending approval thereof:

(On January 9, 1914, this matter was referred to the Comptroller.)

(On February 27, 1914, this matter was laid over one week.)

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, January 6, 1914.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York, Interorough Rapid Transit Company and the Degnon Contracting Company for the construction of section No. 2 of routes Nos. 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Greenwich street, in the Borough of Manhattan, near the intersection of West Broadway about seventy (70) feet south of the southerly building line of Vesey street, and extending thence northerly under Greenwich street, West Broadway and Varick street to a point about one hundred (100) feet south of the southerly building line of Beach street. Also a branch to this line, beginning at a point under Park place, in the Borough of Manhattan, about one hundred and seventeen (117) feet east of the easterly line of West Broadway and curving thence northwesterly under Park place, private property and West Broadway to a connection with the main line.

The Public Service Commission for the First District requests your Honorable Board to consent to said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, to wit, the sum of one hundred and fifty-two thousand nine hundred and seventy-six and 10-100 dollars ($152,976.10), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, to wit, the sum of one hundred and fifty-two thousand nine hundred and seventy-six and 10-100 dollars ($152,976.10).

The Public Service Commission for the First District does hereby pursuant to section 45 of the Greater New York Charter make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, to wit, the sum of one hundred and fifty-two thousand nine hundred and seventy-six and 10-100 dollars ($152,976.10).

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

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its Chairman this 6th day of January, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
(Seal.) By EDWARD E. McCALL, Chairman.
Attest: TRAVIS H. WHITNEY, Secretary.

Resolved, That this Commission hereby accepts the proposal of The Degnon Contracting Company dated December 2, 1913, for the construction of Section No. 2 of Routes Nos. 4 and 38, being that portion of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Greenwich Street in the Borough of Manhattan near the intersection of West Broadway about seventy (70) feet south of the southerly building line of Vesey Street and extending thence northerly under Greenwich Street, West Broadway and Varick Street to a point about one hundred (100) feet south of the southerly building line of Beach Street; also a branch to this line beginning at a point under Park Place in the Borough of Manhattan about one hundred and seventeen (117) feet east of the easterly line of West Broadway and curving thence northwesterly under Park Place, private property and West Broadway to a connection with the main line, the aggregate of the unit prices in the proposal amounting to three million fifty-nine thousand five hundred and twenty-two dollars ($3,059,522).

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed on behalf of this Commission to execute a contract, as amended on January 6, 1914, in the form attached to said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and executed by Interborough Rapid Transit Company and upon compliance by said The Degnon Contracting Company with the requirements of the Invitation to Bidders attached to said proposal.

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to said contract, as amended on January 6, 1914, and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, as amended on January 6, 1914, to wit, the sum of one hundred and fifty-two thousand nine hundred and seventy-six and ten one-hundredths dollars ($152,976.10), and also to request said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, as amended on January 6, 1914, to wit, the sum of one hundred and fifty-two thousand nine hundred seventy-six and ten one-hundredths dollars ($152,976.10), and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, as amended on January 6, 1914, to wit, the sum of one hundred and fifty-two thousand nine hundred and seventy-six and ten one-hundredths dollars ($152,976.10), such requisition to be a sub-requisition on account of and not in addition to the request made by this Commission under date of March 18, 1913, upon said Board of Estimate and Apportionment for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3, between The City of New York, acting by this Commission, and Interborough Rapid Transit Company, for additional rapid transit railroads.

Resolved, That the Secretary be and hereby is directed to give notice to said The Degnon Contracting Company that his proposal has been accepted and the contract, as amended on January 6, 1914, awarded to it by this Commission, subject to its being consented to by the Board of Estimate and Apportionment, as required by law.

Resolved, That the Secretary be and hereby is directed to transmit to Interborough Rapid Transit Company, as soon as said contract, as amended on January 6, 1914, has been consented to by said Board of Estimate and Apportionment, three (3) identical originals thereof, duly executed by said the Degnon Contracting Company, together with the certificate of this Commission, setting forth the action of this Commission in the premises and stating that said Interborough Rapid Transit Company is required to enter into such construction contract as amended on January 6, 1914, for the purpose of disbursing part of its contribution toward the cost of construction of the railroad, pursuant to the provisions of said contract No. 3.

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

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify, that I have compared the above with the original adopted by said Commission on January 6, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof, I have hereunto subscribed my hand and affixed the seal of the Commission, this 7th day of January, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

Resolved, That the proposed contract for the construction of section No. 2 of routes Nos. 4 and 38 be and the same hereby is amended by adding at the end of article XXXIX the following:

Provided, However, that the Interborough Rapid Transit Company shall not be entitled to charge to cost of construction or cost or equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Rapid Transit Company.

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

I, Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify, that I have compared the above with the original adopted by said Commission on January 6, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof, I have hereunto subscribed my hand and affixed the seal of the Commission, this 7th day of January, 1914.

(Seal.) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

PART OF THE SEVENTH AVENUE-LEXINGTON AVENUE RAPID TRANSIT RAILROAD.

The Public Service Commission for the First District (hereinafter called "the Commission") invites proposals to construct Section No. 2 of Routes 4 and 38 a part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

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

Section No. 2. Beginning at a point under Greenwich Street, in the Borough of Manhattan, near the intersection of West Broadway about seventy (70) feet south of the southerly building line of Vesey Street, and extending thence northerly under Greenwich Street, West Broadway and Varick Street to a point about one hundred (100) feet south of the southerly building line of Beach Street.

Also a branch to this line, beginning at a point under Park Place, in the Borough of Manhattan, about one hundred and seventeen (117) feet east of the easterly line of West Broadway, and curving thence northwesterly under Park Place, private property and West Broadway to a connection with the main line.

The general plan of construction calls for a subsurface railroad having two and four tracks. The details of the construction of the Railroad and appurtenances are more particularly indicated on the Contract Drawings.

Bidders will not be required to provide or lay tracks, ties or ballast, nor to do station finish work.

The work of construction under the contract will include the construction of all necessary sewers and connections, along or off the route of the Railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning or the maintaining, protecting and securing where necessary, of all buildings, monuments, surface and subsurface railroads and other surface, subsurface and overhead structures of any kind, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and roadways.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission, as set forth in the form of contract.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

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

The City and the Interborough Rapid Transit Company will both be parties to the contract; the Interborough Rapid Transit Company being a party for the purpose of disbursing part of its contribution toward the cost of construction as provided in the contract dated March 19, 1913, between The City of New York, acting by the Commission, and the Interborough Rapid Transit Company for the equipment, maintenance and operation of additional rapid transit railroads. The liability of Interborough Rapid Transit Company under the contract for which bids are now invited will be limited to an amount equal to ninety-five per centum (95%) of the aggregate sum arrived at by multiplying the estimated approximate quantities by the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. The Contractor is to accept the obligation of the Interborough Rapid Transit Company to make payments to the amount and in the manner provided in the contract and is to agree not to look to the City except to the extent that the amounts earned under the contract may exceed the amount for which the Interborough Rapid Transit Company is liable.

The Commission is informed by the Department of Docks & Ferries that docks and bulkheads along the East River or along the North River may be available for dumping purposes. Information in regard thereto may be obtained by any intending bidder upon inquiry at the office of the Department of Docks and Ferries, with whom all arrangements must be made with respect to utilizing such docks and bulkheads as may be available.

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

The Contractor will be required to complete the work as soon as practicable and within a period of thirty-six (36) months from the date of the delivery of the contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 2d day of December, 1913, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

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

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

All proposals must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad Routes Nos. 4 & 38, Section No. 2,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check drawn upon a national or state bank or trust company having its principal office in the City of New York, satisfactory to the Commission and payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand ($15,000) dollars. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

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

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

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for seventy-five thousand ($75,000). At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

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

In addition and as further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten (10) per

centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing in lieu thereof corporate stock of The City of New York equal in market value to the amount so withdrawn.

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

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

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five (5) days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, November 11, 1913.

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

TRAVIS H. WHITNEY, Secretary.

RAPID TRANSIT RAILROAD.

CONTRACT.

Routes Nos. 4 and 38, Section No. 2.

Agreement made this day of , 1913, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, Interborough Rapid Transit Company, a corporation organized and existing under the laws of the State of New York, hereinafter called the Interborough Company, party of the second part, and The Degnon Contracting Company, a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the Contractor, party of the third part.

Whereas, on or about the 19th day of March, 1913, the City, acting by the Commission, entered into a contract with the Interborough Company for the equipment, maintenance and operation of certain additional rapid transit railroads or extensions of the rapid transit railroads now operated by the Interborough Company under lease from the City therein specifically described, including the Railroad to be constructed hereunder, and as one of the terms and conditions of such contract the Interborough Company agreed to contribute toward the cost of construction of such railroads and to disburse part of its said contribution through the medium of construction contracts to which it should be a party for the purpose of making such disbursement; and

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

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

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

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

Agree with each other as follows:

Chapter I.

GENERAL PROVISIONS AND DEFINITIONS.

Outline of Contract.

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

Brief Description of Works.

Article II. The Railroad to be constructed under this contract is formed of a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on May 12, 1905, which is known as the Seventh Avenue and Eighth Avenue Route, or Route No. 4; a part of a certain route adopted by the Commission on March 25, 1912, which is known as the Seventh Avenue Extension and Varick Street Route, or Route No. 38; and a part of a certain route adopted by the Commission on May 28, 1912, which is known as the Park Place, William and Clark Street Route, or Route No. 48. The Railroad to be constructed under this contract consists of

Section No. 2.

Beginning at a point under Greenwich Street, in the Borough of Manhattan, near the intersection of West Broadway about seventy (70) feet south of the southerly building line of Vesey Street, and extending thence northerly under Greenwich Street, West Broadway and Varick Street to a point about one hundred (100) feet south of the southerly building line of Beach Street.

Also a branch to this line, beginning at a point under Park Place in the Borough of Manhattan, about one hundred and seventeen (117) feet east of the easterly line of West Broadway and curving thence northwesterly under Park Place, private property and West Broadway to a connection with the main line.

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

Statutes Incorporated Herein.

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

Marginal Notes, etc.

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

Definitions of Words.

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

"City."

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

"Commission."

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

"Interborough Company."

(3) The words "Interborough Company" to mean Interborough Rapid Transit Company, party of the second part to this contract, and its successors and assigns.

"Contractor."

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

"Comptroller."

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

"Engineer."

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

"Rapid Transit Act."

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

"Railroad."

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

"The Works."

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

"New York."

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

"Daily Newspaper."

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

"Notice"—"Direction."

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

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

Legal Address of Contractor—Address May Be Changed.

Article VI. The address given in the bid or proposal, upon which this contract is founded, is hereby designated as the place where all notices, directions and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place or depositing in a post-paid wrapper directed to the above place, in any post-office box regularly maintained by the Post-office Department, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally.

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

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

Commission May Disapprove Sub-contractors.

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

Chapter II.

WORK TO BE DONE, PRICES, ETC.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk and roadway pavement or other surface material, and to protect, support and maintain during construction all buildings and other structures, including their foundations, and all surface and elevated railroads, water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, steam pipes, mail tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, pneumatic tubes, steam pipes, mail tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces adjacent to the route of the Railroad and which may have been directly or indirectly distubed or injured by the Contractor in the progress of the work of construction, to as useful, safe, durable and good a condition as existed before construction shall have been begun. All such work of every description, including underpinning, or the maintaining, protecting and securing, wherever necessary, of all buildings or structures of whatsoever nature, monuments, and surface and elevated railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City and the Interborough Company will pay in the respective proportions and amounts and in the manner hereinafter provided and the Contractor shall receive in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the Schedule of Unit Prices following. It is specifically understood and agreed, however, that the Interborough Company is a party to this contract solely for the

purpose of making its contribution toward the cost of construction of the Railroad, as provided in the said contract dated March 19, 1913, and its sole obligation under this contract is to make the payments in the manner and to the amount hereinafter provided.

Schedule of Unit Prices.

Item 1. For earth excavation above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of five dollars ($5) per cubic yard.

Item 2. For earth excavation below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., the sum of five dollars and fifty cents ($5.50) per cubic yard.

Item 2-A. For earth excavation, both above and below high water, for sewers and pipes, including the disposal of it, etc., the sum of five dollars ($5) per cubic yard.

Item 3. For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., the sum of five dollars ($5) per cubic yard.

Item 3-A. For rock excavation for sewers and pipes, including the disposal of it, etc., the sum of five dollars ($5) per cubic yard.

Item 4. For underpinning buildings, including all incidental work, labor and material, as follows:

(a) For buildings less than seven (7) stories in height the sum of sixty-two dollars ($62) per lineal front foot of building underpinned.

(b) For buildings from seven (7) to twelve (12) stories in height the sum of four hundred dollars ($400) per lineal front foot of building underpinned.

(c) For buildings over twelve (12) stories in height the sum of four hundred dollars ($400) per lineal front foot of building underpinned.

Item 4-E. For maintaining, protecting and securing buildings, including all incidental work, labor and material, the sum of fifty-eight dollars ($58) per lineal front foot of building maintained, protected and secured.

Item 4-F. For supporting during construction and permanently underpinning the building on Lot No. 11, Block 126, as provided in Section No. 427, the sum of one hundred dollars ($100).

Item 4-G. For supporting during construction and permanently underpinning the building on Lot No. 15, Block 126, as provided in Section No. 427, the sum of one hundred dollars ($100).

Item 6. For concrete masonry, in place, the sum of nine dollars ($9) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterproofing, the sum of eight dollars ($8) per cubic yard.

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

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

Item 9. For brick masonry, in place, the sum of sixteen dollars ($16) per cubic yard.

Item 10. For hollow terra cotta brick or tile masonry of any thickness, in place, the sum of thirteen dollars ($13) per cubic yard.

Item 11. For grout of Portland cement, the sum of one dollar and fifty cents ($1.50) per barrel of Portland cement used.

Item 12. For timber piles, in place and prepared, the sum of twenty-five cents ($0.25) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of fifty dollars ($50) per thousand feet, board measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of two dollars and fifty cents ($2.50) per cubic yard.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(a) For one-ply, the sum of fifty cents ($0.50) per square yard.

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

(c) For three-ply, the sum of one dollar ($1) per square yard.

(d) For four-ply, the sum of one dollar and forty cents ($1.40) per square yard.

(e) For five-ply, the sum of one dollar and seventy-five cents ($1.75) per square yard.

(f) For six-ply, the sum of two dollars ($2) per square yard.

(i) For dry-ply, the sum of forty cents ($0.40) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of twenty-two dollars and fifty cents ($22.50) per cubic yard.

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

(a) For twelve (12) inch vitrified pipe, the sum of eighty cents ($0.80) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of fifty-five cents ($0.55) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of forty cents ($0.40) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of twenty-five cents ($0.25) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of twenty cents ($0.20) per lineal foot.

(g) For six (6) inch cast-iron pipe, the sum of one dollar ($1) per lineal foot.

(h) For four (4) inch cast-iron pipe, the sum of seventy-five cents ($0.75) per lineal foot.

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

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

(b) For four (4) inch, the sum of one dollar ($1) per lineal foot.

(c) For six (6) inch, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

(d) For eight (8) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

Item 18. For tunnel ducts in place as required by Section No. 407 of the Specifications, the sum of ten cents ($0.10) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of sixty-five dollars ($65) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of sixty dollars ($60) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of fifty-five dollars ($55) per ton of two thousand pounds.

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

Item 25-C. For miscellaneous iron furnishings for sewer manholes and basins, both cast and wrought, such as manhole and basin heads, covers, inlet gratings or bars, manhole steps, etc., but not including pipe, in place, the sum of sixty-five dollars ($65) per ton of two thousand pounds.

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

Item 27. For one and one-half (1½) inch galvanized iron pipe hand-rail, in place, including expansion bolts, etc., the sum of one dollar ($1) per lineal foot.

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

Item 29. For vault lights, in place, the sum of one dollar and fifty cents ($1.50) per square foot.

Item 30. For street surface restored, as follows:

(a) Within curb lines, including curbs and all structures and growths therein or thereon, the sum of two dollars ($2) per square yard.

(e) For repavement of roadways between curb lines with Asphalt pavement, the sum of two dollars and fifty cents ($2.50) per square yard.

(f) For repavement of roadways between curb lines with Granite Block pavement, the sum of three dollars ($3) per square yard.

(i) For new bluestone curb, in place, including all incidental work, labor and material, the sum of one dollar and fifty cents ($1.50) per lineal foot.

(j) For repavement of roadways between curb lines with Wooden Block pavement, the sum of two dollars and fifty cents ($2.50) per square yard.

(k) For new eight (8) inch granite curb, in place, including all incidental work, labor and materials, the sum of one dollar and seventy-five cents ($1.75) per lineal foot.

Item 32. For wrought-iron electric conduits, in place, in stations, as follows:

(a) For three-fourths (¾) inch wrought-iron conduits, the sum of twenty cents ($0.20) per lineal foot.

(b) For one and one-half (1½) inch wrought-iron conduits the sum of twenty-five cents ($0.25) per lineal foot.

(c) For two (2) inch wrought-iron conduits, the sum of thirty cents ($0.30) per lineal foot.

(d) For one (1) inch wrought-iron conduits, the sum of fifteen cents ($0.15) per lineal foot.

Item 33. For cast-iron outlet boxes, in place, in stations, the sum of one dollar each.

Item 33-A. For cast-iron pull boxes, in place, in stations, the sum of five dollars ($5) each.

Item 34. For cast-iron pipe and fittings including specials "extra heavy" in place, in stations, as follows:

(a) For six (6) inch the sum of one dollar and fifty cents ($1.50) per lineal foot.

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

SEWERS.

Vitrified and Cast-iron Pipe.

Item 37. For twelve (12) inch vitrified pipe sewer, the sum of two dollars and seventy-five cents ($2.75) per lineal foot.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of three dollars ($3) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of four dollars ($4) per lineal foot.

Item 40. For twenty (20) inch vitrified pipe sewer, the sum of four dollars and twenty-five cents ($4.25) per lineal foot.

Item 40-A. For twenty-two (22) inch vitrified pipe sewer, the sum of four dollars and fifty cents ($4.50) per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of five dollars ($5) per lineal foot.

Item 42. For cast-iron sewer pipe (straight pipe) in place, in the work, the sum of fifty dollars ($50) per ton of two thousand pounds.

Item 43. For cast-iron sewer pipe (special castings) in place, in the work, the sum of eighty dollars ($80) per ton of two thousand pounds.

Egg-shaped Brick or Concrete Sewers.

Item 45. For 3 feet 6 inches by 2 feet 4 inches, the sum of eight dollars ($8) per lineal foot.

Item 47. For 4 feet by 2 feet 8 inches, the sum of ten dollars ($10) per lineal foot.

Item 49. For 4 feet 6 inches by 3 feet, the sum of eleven dollars ($11) per lineal foot.

Circular Sewers—Brick or Concrete or Reinforced Concrete.

Item 59. For 5 feet 9 inches, the sum of fifteen dollars ($15) per lineal foot.

SURFACE AND SUBSURFACE STRUCTURES.

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:

(a) For electric (underground trolley) railroads the sum of eleven dollars ($11) per lineal foot of single track.

(b) For horse, storage battery or other independent motor operated railroads, the sum of two dollars and fifty cents ($2.50) per lineal foot of single track.

Item 76. For the temporary and permanent support and maintenance of elevated railroad structures and all work incidental thereto, as follows:

(a) For elevated railroad columns supported entirely upon the subway structure, the sum of five hundred dollars ($500) per column.

(b) For elevated railroad columns supported partly or entirely off the subway structure, the sum of one thousand four hundred dollars ($1,400) per column.

PIPES IN STREETS.

For Work and Materials as Called for by the Specifications—Water and Gas Pipes.

Water Pipes.

For water pipes in place, as follows:

Item 79. For 6-inch water pipe, the sum of one dollar and seventy-five cents ($1.75) per lineal foot.

Item 82. For 12-inch water pipe, the sum of two dollars and fifty cents ($2.50) per lineal foot.

Item 84. For 20-inch water pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

Gas Pipes.

For cast-iron gas pipes in place, as follows:

Item 90. For 4-inch gas pipe, the sum of one dollar ($1) per lineal foot.

Item 91. For 6-inch gas pipe, the sum of one dollar ($1) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of one dollar ($1) per lineal foot.

Item 94. For 12-inch gas pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of one dollar and 50 cents ($1.50) per lineal foot.

Item 99-A. For wrought-iron by-passing pipes upon or below the street surface, in place, as follows:

(a) For 6-inch by-passing pipe, the sum of four dollars ($4) per lineal foot.

(b) For 8-inch by-passing pipe, the sum of four dollars and fifty cents ($4.50) per lineal foot.

(e) For 16-inch by-passing pipe, the sum of five dollars ($5) per lineal foot.

New Water and Gas Pipe.

Item 100. For new cast-iron hub and spigot straight pipe actually used, as measured in place in the work, the sum of forty dollars ($40) per ton of two thousand pounds.

Item 101. For new cast-iron hub and spigot pipe, special castings, actually used, as measured in place in the work, the sum of seventy dollars ($70) per ton of two thousand pounds.

High Pressure Fire System Pipes, Standard Spigot and Grooves.

For high pressure fire system pipe in place, as follows:

Item 102. For 8-inch high pressure fire system water pipe, the sum of one dollar ($1) per lineal foot.

Item 103. For 12-inch high pressure fire system water pipe, the sum of two dollars ($2) per lineal foot.

Item 104. For 16-inch high pressure fire system water pipe, the sum of three dollars ($3) per lineal foot.

Item 106. For 24-inch high pressure fire system water pipe, the sum of four dollars ($4) per lineal foot.

New Cast-iron Spigot and Groove Pipe for High Pressure Fire System.

Item 107. For new cast-iron spigot and groove straight pipe actually used, as measured in place in the work, the sum of forty dollars ($40) per ton of two thousand pounds.

Item 108. For new cast-iron spigot and groove pipe, special castings, actually used, as measured in place in the work, the sum of seventy dollars ($70) per ton of two thousand pounds.

Steam Pipes.

For steam pipe, in place, as follows:

Item 109. For 6-inch steam pipe, the sum of three dollars ($3) per lineal foot.

Item 110. For 8-inch steam pipe, the sum of four dollars ($4) per lineal foot.

Item 111. For 10-inch steam pipe, the sum of five dollars ($5) per lineal foot.

Item 113. For 15-inch steam pipe, the sum of six dollars ($6) per lineal foot.

Item 114. For 20-inch steam pipe, the sum of seven dollars ($7) per lineal foot.

New Steam Pipes.

For new steel welded flanged steam pipe, actually used, as measured in place in the work, as follows:

Item 115. For 6-inch steam pipe, the sum of three dollars ($3) per lineal foot.

Item 116. For 8-inch steam pipe, the sum of four dollars ($4) per lineal foot.

Item 117. For 10-inch steam pipe, the sum of five dollars ($5) per lineal foot.

Item 119. For 15-inch steam pipe, the sum of six dollars ($6) per lineal foot.

Item 120. For 20-inch steam pipe, the sum of seven dollars ($7) per lineal foot.

Mail Tubes.

Item 125. For 8-inch mail tube in place, the sum of three dollars ($3) per lineal foot.

Item 126. For new 8-inch mail tube actually used, as measured in place in the work, the sum of two hundred and twenty-five dollars ($225) per ton of two thousand pounds.

Item 126-A. For 2¼ inch postal tube in place, the sum of one dollar ($1) per lineal foot.

Item 126-B. For new 2¼ inch postal tube actually used, as measured in place in the work, the sum of one dollar ($1) per lineal foot.

DUCTS IN STREETS.

Electric Ducts and Conduits in Streets.

(Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75-(a).)

Item 127. For electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, the sum of fifty cents ($0.50) per duct foot.

Item 127-A. For wrought-iron pipe used as electric ducts and conduits in place, as provided in Section No. 62 of the Specifications, as follows:

(b) For 3-inch wrought-iron pipe, the sum of one dollar ($1) per lineal foot.

(c) For 3½-inch wrought-iron pipe, the sum of one dollar and fifty cents ($1.50) per lineal foot.

(d) For 4-inch wrought-iron pipe, the sum of two dollars ($2) per lineal foot.

Prices for Work Not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which in the opinion of the Engineer are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the Engineer, do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten (10%) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is in the opinion of the Engineer susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in such schedule, except as herein otherwise *expressly* provided.

Daily Report in Detail Required.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him, and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor. Such daily time slips and memoranda shall not, however, be binding upon the City and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the Engineer upon such question or dispute shall be final and conclusive.

In lieu of the provision hereinbefore in this article contained for paying for work and materials which in the opinion of the Engineer are not susceptible of classification under the Schedule of Unit Prices (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), the Engineer may in his discretion, but only with the approval of the Commission, fix and determine unit prices for such labor and materials (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), or a lump sum price therefor. Such additional unit prices or such lump sum price shall be embodied in a Supplemental Schedule and shall be filed by the Engineer in his office. If the Contractor shall notify the Engineer in writing that he will not accept the price or prices fixed and determined as aforesaid he shall be paid in accordance with the provisions of the first two paragraphs of this article.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, nor the Interborough Company, is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Works, be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for damages or anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal.

Right of Commission to Amplify Plans.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Plans May be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where in the opinion of the Engineer not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the provisions of this contract and within the times specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Machinery, Tools, Etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided for the prices hereinbefore agreed upon.

Contractor Has Examined Location, Plans, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or the Interborough Company or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill this contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials.

Engineer's Determination—To Be Final and Conclusive upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineers shall in all cases determine the classification, amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof, and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain Specifications.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and other contractors of the Commission in connection with the construction of the Railroad or otherwise or between the Contractor and the Interborough Company or the contractors of the Interborough Company in connection with the equipment of the Railroad in regard to the progress of, or the facilities afforded with respect to, their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

Chapter III.

SPECIFICATIONS.

Specifications and Drawings to Be Interpreted as Requiring Railroad of Highest Class —Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned and taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where applicable or as provided in Article XII. of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications are each countersigned by the Engineer, stamped with the seal of the Commission and, except typical plans hereinbelow designated, bear the general title:

ROUTES NOS. 4 AND 38, SECTION NO. 2.

Contract Drawing No.

and are designated or numbered as follows:

A-3, B-252, B-253, C-1 to C-28 inclusive, C-401 and C-601, and are dated June 11, 1913, and the following typical plans, all of which are countersigned by the Engineer, stamped with the seal of the Commission and bear the general title:

Contract Drawing No.

and are designated or numbered as follows:

B-231, B-232, B-249 and C-1001, all dated April 16, 1913, and C-701, dated June 11, 1913.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Working drawings to amplify the contract will be furnished by the Commission to the Contractor. The first of these drawings will be given to the Contractor within 30 days after the contract is delivered and the remainder from time to time as may be reasonably required by the Contractor. Where, however, changes are deemed necessary they may be ordered under Article XV of the contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract-drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of surface railways, water mains, gas and other

pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface, subsurface and overhead structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue-prints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface, subsurface or overhead structures or obstructions be discovered or found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and is to support, maintain, protect, remove, relay, adjust or readjust, as the case may be, the additional or different surface, subsurface or overhead structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

1. Brief description of the work.
2. General clauses.
3. General manner of prosecution and maintenance of traffic.
4. Street railroad tracks, mains and other surface, subsurface and overhead structures.
5. Excavation.
6. Backfilling.
7. Piling and timbering.
8. Cement.
9. Mortar.
10. Masonry.
11. Concrete.
12. Brick masonry.
13. Stone masonry.
14. Waterproofing.
15. Steel and iron.
16. Painting.
17. Drains and pumps.
18. Sewers.
19. Requirements for pipes.
20. Ducts.
21. Conduits.
22. Surfaces restored.
23. Gratings, hand-rails, etc.
24. Special matters.

1.

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an underground railroad or subway. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations to Be Constructed.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

Incidental Work.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chambers and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions as shown on the plans, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable air-ways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the plans.

Payment for Chamber Doors.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Partition Walls.

Also in connection with the ventilation of the Railroad partition walls shall be constructed between the tracks, and in general shall be arranged as follows:

In four-track subways, between the two center tracks.

Refuge Niches.

Openings, or refuge niches, shall be provided in all partition walls at suitable intervals.

At stations the walls between the tracks will be omitted.

Other openings with gratings will be built at or over the stations, for the purpose of admitting air to the Railroad.

2.

General Clauses.

Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall not prosecute his work in such manner as to make it reasonably probable in the judgment of the Engineer that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the structural iron and steel and other material needed for construction will be available. The Contractor must conduct his work so as to avoid advancing the excavation at any place ahead of the delivery on the work or on property owned or leased by the City of the structural iron and steel required for such place, unless otherwise permitted by the Engineer. The permits are to be in such form and shall cover such portions of the work as the Commission shall prescribe.

When to Be Filed With Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five (5) days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. Before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of his intention to commence such operations; and before commencing manufacture, or resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms—Plans Required.

Section No. 21. Detailed plans showing the proposed location and proposed methods of construction of shafts, dumping platforms and all other appurtenances in connection with the shaft working plants shall be submitted to the Engineer and receive his approval before permits will be granted for such plants and appurtenances to be constructed and put in operation.

City Ordinances and Regulations to Be Observed.

Section No. 22. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, etc., to Be Observed.

Section No. 23. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or of the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-Offs for Water Pipes, etc.

Section No. 24. The Contractor shall procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, except where it is necessary to resort to by-passing as provided in Section No. 52, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59 of the specifications.

Storage on Cross Streets.

Section No. 25. On cross streets adjacent to the work, only such material may be stored as may be necessary, in case of an emergency, to sheet or to support the excavation; or a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along the streets occupied by the Railroad.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may be so stored only with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Fire Alarm Telegraph System to Be Safeguarded.

The Contractor shall guard, maintain and protect the existing wires, cables, ducts, manholes, posts and poles of the Fire Department. He shall not cause the interruption of the existing Fire Department Fire Alarm Telegraph service. No Fire Department wire, cable, duct, manhole, post or pole shall be disturbed except in the presence of a representative of the Bureau of Fire Alarm Telegraph. In case of the disturbance of any of the former, the same shall be restored to its existing condition by the Contractor at his own expense.

Work to Be Cleared.

Section No. 29. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, that has to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at

his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Construction Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings and plans amplifying such details of the contract drawings as may be necessary, and drawings and plans necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the Railroad. These plans must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within twenty (20) working days after delivery to him at his office of such plans in duplicate. Immediately upon final approval of such working or shop drawings by the Engineer, the Contractor shall furnish the Commission four additional copies of such approved drawings.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 39. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor, who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to Be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to Be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant, and after notice to the Engineer, be deprived of means of access thereto and, where streets are open suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 45. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of twenty feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 46. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to provide the minimum interference with traffic and the minimum inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption. (See Section No. 427.)

Street Intersections.

Section No. 49. The street intersections, except in cases where open trench excavation without cover is permitted, shall be kept at all times open for traffic for their full width. The street intersections in cases where open trench excavation without cover is permitted must be kept at all times open to traffic for at least one-half the width of the cross-roadway, except that cross-roadways in which surface railroads are located shall be kept at all times open to traffic for their full width.

Where portions of a street intersection are opened the same shall be substantially and neatly bridged for foot traffic. In all cases the Contractor shall at all times keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect. (See Section No. 427.)

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes the services of which cannot temporarily be dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid upon or below the street or sidewalk surfaces. These temporary by-passing pipes will be paid for at the prices stipulated in Schedule Item 99-A. These prices are to include the cost of all excavation, backfilling, temporary paving (including maintenance of same), and the restoration of the permanent paving both upon the completion of the by-passing installation and upon the restoration of the original system, and all other work, labor and material of whatever character necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary swstem where necessary; to remove and dispose of the material of such temporary system and to restore the original system; and no other allowance will be made therefor under any other Schedule Item or otherwise. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system, and will be as provided for in Section No. 59. All pipe included in Schedule Item 99-A shall be wrought iron of a quality and manufacture to be approved by the Engineer.

Temporary Pipes, Etc.

Section No. 53. Temporary pipes, if laid upon the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public.

In General, Work to Proceed Under Cover.

Section No. 54. In general, work will as provided herein be carried on under covered roadways. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills while the street is covered, until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of his contract, and as the Engineer with the approval of the Commission may deem advisable, after a thorough understanding of the exact conditions and necessities has been determined.

4.

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to be Given to Interested Parties.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper City officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans for Rearrangement Procedure.

Section No. 56. In the rearrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten days after the submission of the tentative plans, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer will be final.

Reconstruction or Relaying, etc.

Section No. 57. Whenever it becomes necessary to cut, move, change or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, Etc.—Protection from Injury.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and all their appurtenances encountered or affected during the prosecution of his work; if the maintenance of such usual service makes it necessary, the Contractor shall temporarily remove and relay or reconstruct any such surface, subsurface and overhead structure and shall restore the same prior to the completion of this contract. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and their appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, and the Contractor shall fully restore such surface, subsurface or overhead structures and their appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and their appurtenances made by the Contractor for his own convenience in executing his work shall be done at the Contractor's own expense and included in the prices stipulated in the Schedule for excavation except as otherwise herein specifically provided.

Necessary Permanent Changes of Pipes.

Section No. 60. Changes of water, gas or other scheduled pipes, all their service connections and all other appurtenances of whatever character made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction of such scheduled pipes, all their service connections and all other appurtenances of whatever character in other than the original position, will be paid for at the prices stipulated in Schedule Items 79, 82, 84, 90, 91, 92, 94 and 96 and Items 102 to 104, 106, 109 to 111, 113, 114 and Items 125 and 126-A. These prices are per lineal foot of such scheduled pipes laid including the removal, relaying or reconstruction of all their service connections, all other appurtenances of whatever character and all other work, labor and material incidental thereto; and no other allowance will be made therefor under any other Schedule Item or otherwise; excepting that:

Payment for New Pipes.

(1) If new pipes have to be provided to take the place of such scheduled pipes, and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100 and 101, Items 107, 108, 115, 116, 117, 119, 120 and Items 126 and 126-B, which prices are to cover the cost of the delivery of the new pipes actually used as measured in place in the work, and the removal and disposal of the old pipes. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

Payment for Excavation Outside of Lines.

(2) If such scheduled pipes in their new locations are outside of the ordered net lines for excavation for the railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Items 30 (a), (e), (f) and (j). Any additional excavation and restoration of street surface, outside of the ordered net lines for excavation, necessitated for service connections and for other appurtenances will not be measured and paid for separately, but compensation therefor will be deemed to be included in the above prices covering similar work for scheduled pipes.

Measurements in Pipe Excavation.

Section No. 61. In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the inner diameter of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes 30 inches or more in diameter requires to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

At the intersection of two trenches or at the intersection of a pipe or other trench

with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe; allowance for the depth of trench will be eight (8) inches deeper than the outside of the barrel of 20-inch or smaller pipe and twelve (12) inches deeper than the outside of the barrel of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

For building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total amount of rock excavation to be allowed will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62. Changes of electric conduits or ducts and their appurtenances found in the streets (other than street railway ducts, payment for which is provided for in Schedule Item 75) made necessary because of physical interference with the railroad structure, and requiring the removal, relaying or reconstruction in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot as provided in Schedule Item 127 is to include the cost of all ducts in place (except wrought iron pipe used as ducts); of all manholes, vaults, service boxes and their appurtenances; of drawing cables and providing new cables where necessary; of the proper restoration of all services that may be affected by the changes in the duct lines; of such excavation and restoration of street surface as may be necessitated by the changes in the duct lines, and all other work, labor and material incidental to and necessary for the completed duct lines, and no other allowance will be made therefor under any other Schedule Item or otherwise. Wrought iron pipe used as ducts (including Edison tube mains) will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all work specified under Item 127.

Maintenance of Railroads—Surface Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface and elevated railroads along the line of or crossing the line of the work.

The Contractor shall maintain and support, both temporarily and permanently, in a safe condition all street surface railroads, including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefor (including the cost of such work in the cases of on and off line sewer trenches) will be at the rates specified in Schedule Item 75, which prices will include the cost of all work, labor and material incidental thereto, and no other allowance will be made therefor under any other Schedule Item or otherwise. Where permanent masonry supports are required and added, and where additional vaults in excess of the number existing are required and constructed to give equivalent facilities, they will be paid for at the prices given in the Schedule for the several classes of work or material applicable thereto.

The Contractor shall maintain and support both temporarily and permanently in a safe condition all elevated railroad structures, including the reconstruction and building where necessary of all column foundations and parts of column foundations lying within and without the net lines of the subway structure. Paymtnt therefor (including the cost of such work in the cases of on and off line sewer trenches) will be at the rates specified in Schedule Item 76, which prices will include the cost of all incidental work, labor and material, and no other allowance will be made therefor under any other Schedule Item or otherwise.

Facilities to Be Given Owners to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them, or it, or to lay any new structure in or across a street occupied by the Works at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

5

Excavation.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed, special foundation or drain pipes as may be deemed necessary by the Engineer.

Sides to Be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or waling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned Within Certain Limits.

Section No. 69.

(1) Except for special reasons which the Engineer shall approve, the Contractor, in accordance with Section No. 67, shall secure buildings adjacent to the excavation which are supported on firm soils when a slope represented by 1 foot vertical to 2 feet horizontal, inclined downward from the bottom outer edge of the building foundation, intersects or passes beneath the bottom outer edge of the completed subway structure; or

Underpinning Defined.

(2) When necessary to secure adjacent buildings or to prevent bringing an unusual pressure on the structure when completed, the Contractor shall safely and permanently underpin adjacent buildings the foundations of which are above the bottom of the adjacent subway excavation. By underpinning is meant such method of construction as will transmit the foundation loads directly through the underpinning structure to such lower level as is necessary to secure the buildings and relieve the adjacent ground from unusual lateral pressures which might endanger the safety of the subway structure when completed. The underpinning shall be designed to furnish a safe and permanent support for each independent building. To accomplish this result, the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve; or

Securing Other Than Underpinning.

(3) In firm soils, the Contractor may in lieu of underpinning construct such form of permanent construction, subject to the approval of the Engineer, as may be necessary to maintain, protect and secure the adjacent buildings against displacement, provided the safety of the completed structure will not be endangered by unusual pressures from such adjacent buildings.

Before the work is proceeded with, the Contractor shall submit to the Engineer drawings in duplicate indicating the proposed typical and special methods of underpinning; or of maintaining, protecting and securing the adjacent buildings.

Payment for.

Section No. 70. When underpinning of a building is necessary and the work is done as provided in (2) of Section No. 69, payment will be made to the Contractor as, and at the prices, provided in Schedule Item 4; when a building is maintained, protected and secured as provided in (3) of Section No. 69, payment will be made to the Contractor as, and at the price, provided in Schedule Item 4-E; and when a building is secured as provided in (1) of Section No. 69, payment for the work shall be deemed to be included in the prices, stipulated in the Schedule for excavation, as provided in Section No. 92. These prices, Items 4 and 4-E, are per lineal front foot of building underpinned or maintained, protected and secured. The lineal front foot measurement does not mean the perimeter measurement of a building front, along the lines of stoops, bay windows, etc., but the straight front measured along the line parallel to the street building line. Where the subway excavation projects into a transverse street, as at stations, and it is necessary to underpin or to maintain, protect and secure a building, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of the subway. The prices are to include the payment for all work, labor and material of whatever nature required in connection with underpinning or with maintaining, protecting and securing the building proper, such as side walls, both interior and along transverse (except as noted above) streets; partition walls, both parallel and perpendicular to the building front; interior columns and any other work which may be required, and no other allowance will be made therefor under any other Schedule Item or otherwise. But the prices are not to include the payment for underpinning or for maintaining, protecting and securing vaults, areaways, retaining walls, stoops or porches; the payment for such work, when required, shall be deemed included in the prices for excavation, Schedule Items 1, 2 and 3. In cases where a building has not been underpinned or maintained, protected and secured but it is necessary to underpin or maintain, protect and secure vaults, areaways, retaining walls, stoops or porches, in front of such buildings, the payment for such work shall be deemed included in the prices for excavation, Schedule Items 1, 2 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning or for maintaining, protecting and securing a building. Payment for such test pits will be made to the Contractor as and at the price provided in Schedule Item 2-A.

Payment for Sheeting.

Section No. 71. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard yellow pine (unless otherwise permitted), sound, straight, and free from all shakes and large loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation is to be included in earth excavation as provided in Section No. 87, but the restoration of all such walls or other parts of vaults originally within the ordered net lines of excavation, when susceptible of classification, will be paid for at the unit prices specified in the Schedule applicable, in the opinion of the Engineer, to the several classes of work and material involved in such restoration; or when, in the opinion of the Engineer, not susceptible of classification such work will be paid for under Article XII.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults of abutting property are broken through or otherwise disturbed, the Contractor shall at his own cost and expense erect a six-inch hollow tile wall laid in Portland cement mortar as a temporary partition on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises.

Rock.

Section No. 75. Ledge rock in place, and boulders within the ordered net lines of excavation whose volume is half a cubic yard or more each, will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty feet in length; and the Engineer in charge shall be duly notified, in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 p. m. and 7 a. m. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 79. Whenever any pipe or main is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

Beyond Net Lines.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be regulated so as to avoid, as far as possible, shattering the rock beyond the ordered net lines of excavation. But, on account of the impracticability of excavating rock to an exact line, an allowance will be made to the Contractor for excess excavation in rock on the sides of the trench, as provided in Section No. 88.

Concrete Packing.

Section No. 81. In rock excavation in trench, when the rock is shattered beyond the ordered net lines of excavation, the concrete on the sides of the structure shall be rammed to the rock. Such concrete will be measured at an allowed thickness of six (6) inches outside of the ordered net lines of excavation, and will be paid for at such thickness at the price stipulated in Schedule Item 7. Any concrete outside of such six (6) inch allowed thickness shall be provided and placed at the Contractor's own expense.

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines for excavation, in order to avoid excessive excavation and to preserve the established lines thereof.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the sur-

rounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The discharge from all pumps shall be conducted into the adjacent sewers, and the discharge pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 84. All carts, buckets or other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for City purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, excepting ledge rock in place and boulders whose volume is half a cubic yard or more each.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the railroad structure, as ordered and indicated on the plans, and the depth of the railroad structure, also as ordered and as indicated on the plans, are the ordered net lines of excavation and will govern as to width and depth in the measurements for payment for excavation; except that when rock is encountered, because of the impracticability of excavating to an exact line, an excess excavation on the sides of the trench will be measured at an allowed width of six (6) inches outside of the ordered net lines of excavation and below the top surface of the rock. No excess rock excavation will be allowed below the ordered net line of excavation at the bottom of the trench; except that rock cores, such as island platforms, required to be left within the limits of the excavation will be measured with side slopes of one-half (½) horizontal to one (1) vertical. No deduction from the volume of excavation determined by the ordered net lines of excavation, will be made on account of vault space or spaces occupied by pipes and other subsurface structures. (See Section No. 427.)

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below or wider than) the net measurement lines or excess rock excavation lines as above indicated, and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 90. When ordered by the Engineer or when the contract drawings indicate that the grade of any street, park or parkway is to be raised the Contractor shall fill in such places to the changed grade as required, and such work shall be measured and paid for at the price stipulated for earth excavation, Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation shall be paid for at the price or prices given in Schedule Items 1 and 2 for excavation in earth and Item 3 for excavation in rock.

Prices for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1, 2 and 3, are to include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping or bailing, and of the maintenance and support, with all incidental work, labor and material of any kind, of all surface, subsurface and overhead structures and surfaces of whatever nature, and their appurtenances, payment for the maintenance and support of which is not herein elsewhere *specifically* provided for under other schedule items or otherwise.

6.

Backfilling.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides of and over the top of the subway and wherever backfilling is necessary, including any void spaces of vaults or other structures below the ordered net lines of excavation which it may be necessary to fill or grade in order to provide the sub-grade for the Railroad, shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six (6) inches in depth. In rock excavation in trench, where the rock is shattered beyond the established line of excavation, concrete packing shall be provided in accordance with Section No. 81.

Subsurface Structures—Frozen Material Not Permitted.

Section No. 94. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, and the spaces left by the removal of such material carefully backfilled, but if directed by the Engineer, the sheeting shall be left in place.

How Paid For.

Section No. 96. The cost of backfilling is to be included in the prices paid for earth and rock excavation, Schedule Items 1, 2, 2-A, 3 and 3-A.

7.

Piling and Timbering.

Character of Piles.

Section No. 97. If in the judgment of the Engineer the ground is of such character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If in the judgment of the Engineer special conditions so require, piles of reinforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article XII of the contract.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by bolts, spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be as provided in Schedule Item 13.

8.

Cement.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks to which no addition greater than three (3) per cent. has been made subsequent to calcination.

Brand to be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 110. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) pounds; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) pounds; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) pounds. The strength at twenty-eight (28) days shall not be less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) pounds; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) pounds. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) pounds over the strength at seven (7) days.

Long-time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

9.

Mortar.

Cement and Sand—Mixing.

Section No. 119. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1)

part fine, clean and sharp sand and one (1) part of Portland cement, shall be pumped in under pressure, so as to completely fill all the voids in or behind the masonry.

Payment for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price herein provided, Schedule Item 11.

10.

Masonry.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather no masonry shall be built unless properly protected against frost, and masonry shall not be built in exposed places where in the opinion of the Engineer it is impracticable to give such protection. During freezing weather or when there is frost in the materials to be used in the masonry, the materials shall be heated. The Contractor shall provide such appliances, subject to the approval of the Engineer, as are necessary for the heating of the sand, stone and other materials.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two (2) days after being laid, to a depth of at least two (2) inches.

Mortar, for Pointing.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

Season, for Pointing.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned, and washed if so directed by the Engineer.

11

Concrete.

How Composed.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below. The water used in mixing concrete must be clean fresh water, no salt water being permitted.

Sand.

Section No. 134. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 136. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be as follows:

Section No. 139. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of waterproofing lines on sides and roof, one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Mixing by Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used. Concrete shall not be mixed on the street surface on the line of the work, unless specifically permitted.

Mixing by Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefully protected from injury by barricades or otherwise, if necessary, until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface be Cleaned.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Certain Forms not Permissible.

Section No. 150. No forms made of wood, and covered with iron will be permitted.

Forms, How Made.

Section No. 151. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved, if required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken in placing or assembling the forms to do so in such manner that when removed, after the concrete has been placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface; except that at stations on the track ceilings and walls within the limits of the station finish work and the ceilings over the platforms, the concrete shall be left with a rough surface to insure a proper bond between the concrete and the station finish plaster to be applied under another contract. To obtain this rough concrete surface, the Contractor must provide such special forms as approved by the Engineer.

Forms, How Set—Forms Removed—Surface Irregularities Corrected—Defective Work Replaced.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 154. Where reinforcement steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to be Painted.

Section No. 155. The exposed faces of the concrete shall be left with the natural cement finish; therefore, immediately following the removal of the forms, followed by the removal of the projections and the filling of voids as provided above, these entire surfaces shall be rubbed down in such a manner, approved by the Engineer, as will leave a smooth and even surface, the object in view being to obtain a generally smooth finished surface with uniformity in color.

Within Station Limits.

The preceding paragraph does not apply within station limits.

Impervious to Water.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

Drip Pans.

The surfaces of drip-pans under ventilating openings and other surfaces which require special provision for drainage shall be troweled.

Concrete, How Measured and Paid For.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices stipulated in Schedule Items 6 and 7; which prices are to include the cost of all scaffolding, centers, forms, etc., and removing the same, all troweling where required, and all other work, labor and material incidental thereto.

Backing or Filling Concrete Paid For.

Section No. 158. Concrete backing or filling outside of the ordered net lines of excavation will be paid for as provided in Section No. 81.

12.

Brick Masonry.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta as approved by the Engineer, and shall be of such thickness and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

In Station.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Measurements and Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on the plans or as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry, and Item 10 for hollow terra cotta brick or tile masonry of any thickness ordered; these prices are to include

the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work incidental thereto.

13

Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry will be used if required by the Engineer for supporting the street railroads over the roof of the Railroad where permanent supports are required, and at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or wherever else directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three (3) inches thick and one (1) cubic foot contents, laid on natural beds and bonded to give the greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work and to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Item 8-A if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall become necessary and shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII. of the contract.

14

Waterproofing.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to the roof between stations and to those surfaces near ground water or mean high water if ground water level is found for any reason to be below mean high water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At Stations.

At stations the roof and sidewalls also shall be waterproofed.

Protecting Masonry.

Section No. 173. The protecting masonry shall be concrete, common bricks or hollow terra cotta blocks, as directed, laid and paid for as herein elsewhere provided, and shall not be less than four inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch or asphaltum shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric, both sides of which shall be coated with pitch or asphaltum at the time of laying.

Number of Ply.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

At Stations.

On the sidewalls at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line of two (2) feet above ground water, or, if ground water is below mean high water level, then two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

At Stations.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in the specifications under the head of Brick Masonry. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Ply Substitute for Brick in Asphalt.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain one-third (⅓) waterproofing asphalt, the other ingredients to be sand and limestone dust or sand and Portland cement, in proportions governed by local requirements and weather conditions. In melting and mixing the mastic on the work its temperature shall not exceed 350° Fahr. All packages containing asphalt shipped to the work must be distinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Pitch.

Section No. 184. Pitch shall consist of either coal-tar or asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Quality of Coal-Tar Pitch.

Section No. 185. The coal-tar pitch shall be straight-run pitch containing not less than twenty-five (25%) per centum and not more than thirty-two (32%) per centum of free carbon, which will soften at approximately 70° F., and melt at 120° F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Waterproofing Asphalt.

Section No. 186. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per cent. of bitumen soluble in cold carbon disulphide, and at least 98½ per cent. of the bitumen soluble in cold carbon disulphide shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When 20 grams of the material are heated for five hours at a temperature of 325 degrees Fahr. in a tin box 2½ inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than ½ of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than 20 centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein specified must be conducted according to methods approved by the Engineer.

Penetrations indicated herein refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to 100 grams at 77 degrees Fahr. acting for 5 seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch or asphaltum; the said layer of felt shall then be paid for as a dry-ply, Item 15 (i).

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric for Waterproofing to Be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Precautions After Laying.

Section No. 190. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated, Schedule Item 15.

15.

Steel and Iron.

Open Hearth Process.

Section No. 193. Steel shall be made by the open hearth process.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point (Min.)	55% Ult.	55% Ult.	35000
Elongation, Min. % in 8 inches	1500000	1500000	
	Ult. Ten. Str.	Ult. Ten. Str.	
Elongation, Min. % in 2 inches	.....	.....	20%
Fracture	Silky.	Silky.	Silky, or Fine granular
Cold Bends Without Fracture	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain, beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Soundness and Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams, flaws, cracks, defective edges or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. Sample pieces for tensile and bending tests of plates, shapes and bars shall be cut from such portions of the finished product of each melt as the Inspector may designate, and shall be stamped by him; they shall have both faces rolled and both edges milled to the usual form of a standard test specimen—one and one-half (1½) inches wide on a gauged length of nine (9) inches,—or with both edges parallel. The area of the minimum section shall be not less than one-half (½) square inch.

Tests for Angles.

Section No. 199. Angles three-quarters (¾) of an inch and less in thickness shall open flat, and angles one-half (½) of an inch and less in thickness shall bend shut, cold, under blows of a hammer, without sign of fracture. This test shall be made only when required by the Inspector.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Test Pieces for Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Tests for Rivet Steel.

Section No. 202. Rivet steel, when nicked and bent around a bar of the same diameter as the rivet rod, shall give a gradual break and a fine, silky, uniform fracture.

Section No. 203.

Treatment for Test Specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Number of Tests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled. Rolled steel shall be tested in the condition in which it comes from the rolls.

Rejection at Shop.

Material which, subsequent to tests at the mills and its acceptance there, develops weak spots, brittleness, cracks or other imperfections or is found to have injurious defects, will be rejected at the shop and shall be replaced by the manufacturer at his own cost.

Retests.

If the above tests do not fulfill the requirements of these specifications, duplicate tests may be made at the discretion of the Inspector, he selecting and stamping the duplicate test pieces. If these retests meet all the requirements, the melt shall be accepted.

Variation in Weight.

Section No. 206. A variation in weight or cross section of any piece of steel of more than two and one-half (2½) per centum from that specified, shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Every finished piece of steel shall have the melt number and the name of the manufacturer stamped or rolled upon it. Bars for reinforcing concrete, rivet and lattice steel, and other small parts, may be bundled, with above marks on an attached metal tag.

Test Pieces and Facilities for Testing.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Chemical Analysis.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled or work done before the Engineer has been notified so that he may arrange for the inspection.

The Engineer shall be furnished complete copies of shipping invoices, in triplicate, with each shipment. Each invoice shall show the scale weight of each individual piece.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) pounds per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five (135) degrees, without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough gray iron made by the Cupola process, and shall contain not more than six-tenths (0.6) per cent. of phosphorus and not more than twelve one-hundredths (0.12) per cent. of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 214. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the centre, when resting upon two (2) dull knife edges twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1/10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. The workmanship shall be equal to the best practice in modern bridge works.

Shearing and chipping shall be neatly and accurately done and all portions of the work exposed to view neatly finished. All nuts exposed to view on the final structure shall be hexagonal. Lattice bars shall have neatly rounded ends, concentric with rivet holes.

Rods and Bars Deformed Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All materials shall be straightened in the shop before being worked in any way and again straightened after punching and before assembling, if required by the Engineer or Inspector.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall be not more than one-sixteenth (1/16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-punching and Reaming.

Section No. 223. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3/16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1/16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (⅛) of an inch.

Burs Removed.

Section No. 226. All burs on rivet holes shall be removed.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced. Contact surfaces shall be painted.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk. Loose, burned or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plate shall not be less than 1¼" for ¾" rivets and 1⅜" for ⅞" rivets; distances from center of rivets to a rolled edge shall be not less than 1⅛" for ¾" rivets and 1¼" for ⅞" rivets. The minimum pitch for ¾" rivets shall be 2½" and for ⅞" rivets 2⅞". When material is sub-punched and reamed the pitch for ¾" rivets may be made 2¼" and for ⅞" rivets 2⅝".

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes. Washers not less than one-quarter (¼) inch thick shall be used under the nuts. Bolts must be thickly coated with red lead paint before insertion, so as to seal the hole against moisture.

Templates.

Section No. 230. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be sub-punched and accurately drilled to an iron template, fitted with bushings, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from twists, bends or open joints. Ends of floor beams and stringers shall be faced square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 233. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed. Welds in steel will not be allowed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be accurately planed or faced, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners; Splice Plates and Fillers.

Section No. 235. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Web Plate Projections.

Section No. 236. Web plates must not project beyond the flange angles or be more than one-quarter (¼) inch back of face of angles.

Bed Plates Planed.

Section No. 237. Expansion bed plates shall be planed true and smooth. The finishing cut of the planing tool shall be fine and correspond with the direction of expansion.

Details Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The scale weight shall be plainly marked upon every piece and box.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel.

Section No. 245. The prices to be paid for steel are as herein provided in Schedule Items 19, 20 and 21. Item 20 includes all single beams or shapes, whether milled or otherwise, with connections or other end details. These prices include the cost of material delivered and erected in the work. These prices are to include also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders.

Miscellaneous Castings, Payments For.

Section No. 246. For miscellaneous castings, but not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25, which price includes the cost of material delivered and erected in the work; also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material.

Special Wire Forms.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the flanges of beams and girders, and at other places as may be required, which are to be completely encased in concrete, in order to hold the concrete in place.

Wire Forms, Payment For.

Section No. 248. Special wire forms, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

16.

Painting.

Number of Coats and Quality.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, including the shop coat, of kind and quality approved by the Engineer.

Shop Coat.

Section No. 250. All iron shall be scraped free from scale, and receive one coat of red lead paint as herein specified before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops. If the Engineer so directs on members or parts of members buried in concrete the shop coat will be omitted.

Quality of Red Lead.

Section No. 251. The red lead shall be strictly pure, and shall contain at least eighty (80) per centum of "true lead" (Pb_3O_4). The color shall be a clean pure tint. The red lead shall be of the fineness that when washed with water through a No. 19 silk bolting cloth, not more than one (1) per cent. shall be left on the screen.

Quality of Linseed Oil.

Section No. 252. The linseed oil must be absolutely pure, fully aged and ripened, well settled oil. It shall be perfectly clear on receipt, and after heating to 212 degrees Fahr. on a current of hydrogen shall not show a deposit of foots nor a loss of over 0.4 per centum for raw oil, nor over 0.2 per centum for boiled oil. The specific gravity at 60 degrees Fahr. for raw oil shall be between 0.932 and 0.937, and for boiled oil between 0.936 and 0.940.

Original Packages.

Section No. 253. All material shall be delivered, inspected and sampled in original packages.

Proportions in Mixture.

Section No. 254. Red lead paint shall be mixed in the proportion of 500 lbs. of red lead to five and one-half (5½) gallons of boiled linseed oil and eleven (11) gallons of raw linseed oil.

Damaged Shop Coat to be Renewed.

Section No. 255. Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat.

Structural Steel and Rods.

Section No. 256. Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scales removed before being incased in the concrete. Rods shall not be painted.

Second Coat Carbon Paint.

Section No. 257. The second coat of paint shall be a carbon paint approved by the Engineer. It shall be applied after erection, but not until the metal has been cleaned from dirt or other objectionable matter that may be found thereon.

Metal to be Cleaned After Erection.

Section No. 258. After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blasts, as directed, and afterward dusted and thoroughly and evenly painted as described above. No paint shall be applied until the cleaning has been passed upon by an Inspector.

Third Coat.

Section No. 259. Between stations the exposed members shall be given a third coat, which shall be a carbon paint of a color and quality approved by the Engineer.

Third Coat, When Applied.

Section No. 260. The third or finishing coat shall be applied to all exposed surfaces of the metal after its erection, and after completion of the masonry or other work; it shall be applied at such time after such completion and before the final acceptance of the work as in the judgment of the Engineer may be advisable. The several field coats shall be sufficiently tinted to be distinctive.

Surfaces in Contact.

Section No. 261. Surfaces of exposed members inaccessible after erecting shall be cleaned and painted before erecting.

Recesses, Etc.

Section No. 262. A'l recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Surfaces Close Together.

Section No. 263. All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Rainy or Freezing Weather.

Section No. 264. Painting in rainy or freezing weather or on wet surfaces will not be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

17.

Drains and Pumps.

Railroad to be Drained.

Section No. 266. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Floor of Railroad as Conduit.

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewers.

Sub-Drain.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware, of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct. Each drain shall be laid in the concrete or directly in the soil with, tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands, and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be of vitrified pipe or of cast iron as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purposes of drainage as indicated on the plans or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the same passes below the bottom of adjacent sewers there shall be constructed sumps connected with the subdrains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two pumps shall be installed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. These pumps shall be arranged to operate automatically. Under this contract the Contractor will furnish only the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

Capacity.

Section No. 273. If in the opinion of the Engineer the service requires it, each of these pumps shall be able to remove from the sump eight hundred gallons per minute.

Discharge to Sewers, Etc.

Section No. 274. The discharge of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Items 17 and 17-A. The prices therein provided for each class of pipe will include providing and laying the pipe and all specials of any nature whatsoever, such as bends, tees, wyes, hand-holes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate-valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per cent.

Payment for Broken Stone.

Section No. 276. For broken stone for drainage, furnished and placed, Section No. 270, payment will be made as provided in Schedule Item 14.

Payment for Pumps.

Section No. 277. For pumps, Section No. 272, the Contractor will be paid as provided in Article XII of the contract including the pipe connections with sumps and sewers.

Station Drainage.

The station drainage also must be arranged for as prescribed in Section No. 269.

Soil Pipes.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for as provided in Schedule Item 34.

18.

Sewers.

In Accordance With Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the contract drawings, owing to the presence of unknown subsurface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface and overhead structures, protection of persons and property, repaving or restoring of the surface of the street or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, water mains or pavements, unless specifically amended or exempted, both along the route occupied by the Railroad and elsewhere.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the adjoining sewers not being in the condition contemplated by the parties at the time of making the contract, except that if the Contractor shall be delayed in the performance of his work by reason of the street or the adjoining sewers not being in such condition, an allowance of time may be given for the completion of the work as elsewhere provided in this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts both in earth and in rock, in streets off the route of the Railroad, shall have vertical sides and shall be six inches wider on each side than the greatest external diameter or width of the sewer, but shall not be less than three feet in width.

In streets along the route of the Railroad the trenches shall be six inches wider than the greatest external width of the sewer or its foundation, on the side farthest away from the subway, but in no case will a width be allowed greater than that specified for sewers off the line of the Railroad. Trenches shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the Railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and for a distance specified.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases, be six (6) inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six (6) inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth, and all other irregularities in the bottom of the trench, shall be filled up to the required level and form, with such material, and in such manner, as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Testing of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will, thereupon, cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of a duly authorized Inspector, and no construction work shall be done in his absence.

Trenches to be Kept Free from Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutters and Passageways to be Kept Open.

Section No. 289. At all times, gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street or steam railroad cars or pedestrians, and as otherwise provided in these specifications.

Crosswalk, Sidewalk and Roadway to be Kept Clear.

Section No. 290. Where any crosswalk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from needless obstructions.

Flow of Sewers to be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Quality of Brick for Sewers.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two (2) rings of bricks are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints to be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centers of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one (1) inch thick, mixed in the proportion of one (1) part of cement to two (2)

parts of sand. The centers shall not be removed or withdrawn in less than thirty-six (36) hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one (1) foot above the crown of the arch. The centers in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centers are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six (6) inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four inches beyond the exterior of the sewer, shall be built into the walls of brick sewers and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built In.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast iron chair spurs, of the design shown on the drawings, not less than six inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen feet below the established grade of the street, the end of which shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure extra heavy soil pipe (Schedule Item 17-A) shall be laid from the spur to the outside of such structure, brought up to a point thirteen (13) feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structure shall be laid in concrete.

Concrete May be Substituted for Brick.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the plans or directed by the Engineer.

Profiles and Inverted Centres for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Molds, etc.

Section No. 306. Suitable forms or molds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any voids, or irregular or defective work is discovered upon removing the forms or molds, such voids or work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers—Quality of Pipe.

Section No. 310. Tile pipe sewers shall be built of vitrified, salt glazed stoneware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Dimensions.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

Double Strength Pipe; Extra Deep and Wide Sockets.

Dimensions.

Diameter.	Thickness of Shell	Depth of Socket.	Length of Plain Straight Pipe.	Weight of Pipe Per Foot.	Annular Space.
Inches.	Inches.	Inches.	Feet.	Pounds.	Inches
6	5/8	2½	2	16	5/8
8	3/4	2¾	3	25	5/8
10	7/8	2¾	3	37	5/8
12	1	3	3	45	5/8
15	1¼	3	3	75	5/8
18	1½	3¼	3	118	5/8
20	1⅔	3½	3	148	5/8
22	1⅚	3¾	3	157	5/8
24	2	4	3	190	5/8

"Specials."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six inches in diameter with hubs molded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthen-ware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle, and deposited continuously to the height of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four hours for inspection.

Joining Hub and Spigot Pipes.

Section No. 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one part of cement to 1½ parts of sand and of a sufficient thickness to bring the inner bottom surfaces of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

Pipes to be Cut.

The ends of pipes, which enter masonry, shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of the quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilators.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the contract drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight inches in thickness and of the quality specified for brick masonry.

Fresh Work to be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and refilling, will be allowed until there is at least two and one-half feet of earth over them.

Pipes to be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mold or plate, attached to a rod sufficiently long to pass two joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one inch in thickness, mixed in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Pipe Connections.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite paving blocks or concrete masonry, as indicated on the contract drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically and they shall be so arranged that the lowest step shall be not more than two feet above the bench at the bottom of the manholes nor more than two feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast-iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be removed at once from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds.
Street manhole cover, 135 to 150 pounds.
Sidewalk manhole head, 300 to 310 pounds.
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Heads in Vaults.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to Be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the plans or as the Engineer shall direct and in accordance with the plans to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one part of cement to two parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three inches thick, in not more than two pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one part of cement to one part of sand, if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one inch in thickness.

Head Stone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the plan, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the plans shall be set instead of the above when required.

Cast-iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty nor more than ninety-five pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the plan shall be fastened solidly into the said head stone in the manner indicated.

Cast-iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the plan free from imperfections, and properly coated with coal pitch varnish shall be furnished and built into place, as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar, if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be 12-inch vitrified pipe unless otherwise indicated on the plan, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers, in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick, as the case may be, in the manner described above, and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the plans or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the plans or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland cement mortar of the quality described in these specifications. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specially provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one one (1) part of cement to two (2) parts of sand and four (4) parts of stone of the quality described in these specifications.

Paving.

Section No. 352. On the completion of each section of one hundred feet of sewer, the sidewalks and roadways shall be restored as provided under specification Subdivision 22, Surfaces Restored.

Permits for Connections.

Section No. 353. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however, as permitting the introduction of storm water or sewage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be per lineal foot of sewer complete as herein provided in Schedule Items 37 to 40, 40-A, 41 to 43, 45, 47, 49, 59, except as hereinafter specifically provided. The price for each class of sewer is to include each and every item applicable thereto as herein given in Sections Nos 278 to 354 of these specifications and as otherwise provided in the contract and as indicated on the plans; excepting as is hereinafter specially provided.

Excavation.

Section No. 356. In addition to the price per lineal foot for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored shall be as provided in Schedule Item 30 (a), (e), (f) and (j).

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price bid for the sewer and at the prices herein stipulated for furnishing and placing such material and all work incidental thereto, in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 of the specifications they will be paid for as herein provided in Article XII of the contract.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 of the specifications it will be paid for at the prices herein stipulated for waterproofing, Schedule Item 15 or 16.

Siphons.

Section No. 360. Where inverted siphons passing under the subway structure are called for and built, they shall be considered as part of the regular subway construction from outside to outside of the sewer chambers or between points of departure from standard sewer construction, such limits being indicated on the plans; and payment for such siphons will be made in accordance with the various classes of work or material as are applicable thereto in the Schedule and at the prices therein stipulated for such items.

Cast-iron Pipe Sewers, etc.

Section No. 361. All cast-iron pipe sewers wherever built, and the parts within the limits of the Railroad, when indicated on the plans, of all other sewers crossing over or under the Railroad, will be paid for in accordance with the various classes of work or material applicable thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

For all manholes or receiving basins constructed in accordance with the provision of this section, the cast or wrought iron furnishings (except pipes) will be paid for under Schedule Item 25-C, which item however is applicable only to the class of work covered by this section.

House and Drainage Connections.

Section No. 362. The cost of the maintenance, support or construction of all house or other drainage connections made necessary by construction under Sections Nos. 360 and 361 will be included in the prices for the several classes of work and material entering into such construction.

Sewers Under Station Platforms.

Wherever a sewer passes under a station or station platform, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes, and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335, respectively, apply in every respect.

19.

Requirements for Pipes.

General.

Section No. 363. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Workmanship.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends, exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Interior Diameter.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Lugs, Etc.

Section No. 368. Bands, lugs, buttons, or ribs shall, if required, be cast on the pipes, of such forms and dimensions as the Engineer may direct.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Straightness.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe shall be as follows:

60-inch pipes, special.
48-inch pipes, 9,886 pounds each.
42-inch pipes, special.
36-inch pipes, 5,920 pounds each.
30-inch pipes, 4,460 pounds each.
24-inch pipes, 2,965 pounds each.
20-inch pipes, 1,979 pounds each.
16-inch pipes, 1,458 pounds each.
12-inch pipes, 1,018 pounds each.
8-inch pipes, 542 pounds each.
6-inch pipes, 416 pounds each

High Pressure Fire System.

Section No. 372. For high-pressure fire system standard spigot and grooves—the weights for straight pipes, with lugs, shall be as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch	355	420	550	935
12-inch	615	745	1,000	1,765
16-inch	1,005	1,215	1,635	2,905
20-inch	1,475	1,795	2,425	4,320
24-inch	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

Will Be Calipered.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1/12) of an inch than the thickness required by the standards.

Variation in Weights.

Section No. 375. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16 inches or less in diameter, 5 per cent.

For pipe over 16 inches in diameter, 4 per cent.

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received the sum of the standard weights of the same number of pieces of the given size, by more than two (2) per centum.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Variation of Weight of Special Castings.

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight will be rejected:

For special castings 12 inches or less in diameter 10 per cent.

For special castings over 12 inches in diameter 8 per cent.

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12 inches or less in diameter 8 per cent.

For special castings over 12 inches in diameter 6 per cent.

The total weight, however, to be paid for shall not exceed for the special castings received the sum of the standard weights of the same number of special castings by more than five (5) per cent.

Straight Pipe Cast Vertically.

Section No. 376. All straight pipes shall be cast vertically, and all pipes 12 inches or more in diameter shall be cast with the hub end down.

Clean and Smooth.

Section No. 377. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

SECTION No. 378. All the castings shall have the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate; and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

SECTION No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Imperfections.

SECTION No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings To Be Clean.

SECTION No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or other liquid shall be used in cleaning the castings.

Pipes To Be Coated.

SECTION No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

SECTION No. 383. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Temperature of Pitch.

SECTION No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300) degrees Fahrenheit, and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Temperature of Casting.

SECTION No. 385. Every casting shall attain a temperature of three hundred (300) degrees Fahrenheit before being removed from the vessel of hot pitch. It shall then be slowly removed and laid on skids to drip.

To Be Inspected Before Dipping.

SECTION No. 386. No casting shall be dipped until the authorized inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

SECTION No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

SECTION No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the inspector.

Blocking and Wedges.

SECTION No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

SECTION No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick, with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

SECTION No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

SECTION No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption To Be Given.

SECTION No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

SECTION No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay, and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop Cocks, etc.

SECTION No. 395. Stop cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Specifications of Owners Apply.

SECTION No. 396. For gas pipes, steam pipes, air pipes, mail tubes and any other pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

20.

Ducts.

Vitrified Ducts—Quality and Size.

Section No. 397. The ducts to contain cables for transmitting electricity shall be manufactured of the best clay, thoroughly mixed, burnt and vitrified, sound in all respects, straight and free from soft spots, stones, cracks or blisters liable to impair their strength or durability; in lengths generally of from eighteen (18) to thirty-six (36) inches; shorter lengths shall be used only as directed; generally in four-way form with circular holes, the diameter to be such as to pass a mandrel three and one-half (3½) inches in diameter; one, two or three-way ducts shall be used in special cases as determined by the Engineer. The interior surface of the holes to be smooth and clear of warts, tits, pits or blisters, which may tend to injure the electric cable in pulling the same through the duct. The ends to be cut smooth and at right angles to the axis of the duct and beveled on inside for three-quarters (¾) of an inch.

Thickness of Ducts.

Section No. 398. The outside walls and webs of four-way ducts to be three-quarters (¾) of an inch thick; the outside dimensions of ducts to be not less than nine and one-quarter (9¼) nor more than ten (10) inches, and constructed square on outer lines; the dimensions of single, two-way or three-way ducts shall be consistent with the above.

Ends Combed.

Section No. 399. The ends of ducts to be combed with two (2) sets of three (3) combings each, each combing to have a width of one-quarter (¼) of an inch and a depth of one-sixteenth (1/16) of an inch.

Glaze.

Section No. 400. The inside and outside of ducts to be thoroughly glazed in the most approved manner with good salt glaze.

Inspection.

Section No. 401. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints and with full bearing. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap six (6) inches. The muslin shall be not less than 56 x 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. In laying the ducts care must be taken to close abutting joints so that practically the ends of ducts shall be in contact on all sides. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings.

Mandrels.

Section No. 403. The ducts shall be laid with a linked mandrel of the length and diameter to be prescribed, the same accurately fitting the duct openings, the mandrel to be left in each duct until the next succeeding duct is laid.

Dowel Pins.

Section No. 404. The ducts shall be laid with dowel pins, at least two pins on the opposite sides horizontally.

Laid to Line.

Section No. 405. The ducts shall be so laid that the centre of the holes shall be true to line and grade.

To Be Rodded.

Section No. 406. After the ducts are laid, and sufficient time is given to allow the mortar in beds to set, they shall be rodded; all mortar or other foreign matter must be cleaned from the duct openings, leaving a clear and smooth opening. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass a three and one-quarter (3¼) inch mandrel, the ducts shall be removed and relaid; all ducts, during the construction and after being rodded, shall be plugged with suitable plugs, to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Ducts.

Section No. 407. Tunnel ducts shall be paid for per duct foot in place at the price herein stipulated for tunnel ducts, Schedule Item 18, which price shall include the cost of furnishing, laying, rodding and all the material and work incidental thereto. The tunnel ducts to be provided under Schedule Item 18, shall include only those intended solely for the purpose of the operation of the Railroad, either those incorporated in the Railroad structure or those laid on top of it.

Duct Manholes.

Section No. 408. Duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the plans. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the Railroad as necessary, in accordance with the location of the duct lines. They may vary in form as may be necessary to accommodate the work to local conditions. They are to be considered as part of the subway structure, and paid for at the schedule prices for such work. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct Manholes At Stations.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

Special.

Section No. 409. At manholes the ducts will be laid to conform to the special conditions.

21.

Conduits.

Open Construction Required.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Usually to Be Built in.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roofs or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality of Iron Pipe Conduit.

Section No. 412. All iron conduits used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trade mark of the manufacturer. It shall bend cold 90 degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Cleaning and Workmanship.

Section No. 413. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-Tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Support and Protection.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Section No. 416. Conduit not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements—and payment for the same shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast iron outlet and pull box furnished and placed in the work shall be as herein stipulated in Schedule Items 33 and 33-A.

22.

Surfaces Restored.

Pavement to Be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench back-filled, a temporary pavement

shall be laid and maintained for at least four months in a condition satisfactory to the Engineer; and after the earth shall have become, in the opinion of the Engineer, sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Provisions Apply to Sewer Trenches.

Section No. 421. All the requirements as to street surface restored shall apply to the trenches for sewers, pipes or other subsurface structures along or off the line of the Railroad.

Other Sidewalks May Be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough, or such other officer of the City of New York as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines; or to make arrangements with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving, or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such roadway pavement, sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 423. Payment for street surface restored will be made as provided in Schedule Item 30 (a) within curb lines, Schedule Item 30 (e), (f) and (j) between curb lines, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface; and of all temporary surfaces that may be necessary to maintain traffic pending the final placing of the permanent paving. The support of the street surface between the rails of the street railroad tracks will not constitute "street surface restored"; that is, the Contractor will not be paid for street surface restored in cases where the original pavement between the rails of street railroad tracks is not removed and replaced; nor will the area of the top surface of the rails or slot of the street railroads be measured and paid for as "street surface restored."

When required by the Engineer, the Contractor shall furnish and set contiguous to ventilating grating work and station vault light work new blue stone or eight (8) inch granite curb dressed to fit the structure. This new curb in place, including all work, labor and material incidental thereto, will be paid for at the prices stipulated in Schedule Items 30 (i) and (k). (See Section No. 427.)

When required by the Engineer, the Contractor shall set such new curbs, or restore the old curbs contiguous to such grating and vault light work when new ones are not ordered, at a new line to be established by the President of the Borough, and such additional roadway pavement as may be required thereby will be paid for at the unit price specified in the Schedule applicable thereto.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the ordered net lines of excavation.

Outside of Net Lines.

Section No. 425. All other pavement outside of the net lines of ordered excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally as good as that existing previous to the commencement of construction.

23.

Gratings, Hand-Rails, Etc.

Steel Gratings.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

At Stations.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Measurement and Payment.

Gratings will be measured to the lines as constructed and payment therefor will be made as herein provided in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, and all incidental work, labor and material.

Galvanized Iron Pipe Hand-rails.

Galvanized iron pipe hand-rails, of one or more horizontal rails and supported on wall brackets or on pipe posts, will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. They shall be securely fastened to the wall, bench or floor of the tunnel by means of expansion bolts, and as shown on the contract drawings. Measurements for payment will be per lineal foot of pipe rail and posts in place in the work, complete, and at the price as stipulated in Schedule Item 27.

Vault Lights.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. These lights shall be made with lenses, not exceeding three (3) inches in diameter, of strong glass set in cement, in frames or panels, and the joint between the glass and the cement shall be made watertight by the use of an approved elastic composition which shall also serve to protect the glass from breaking due to the contraction of the supporting slab. The panels shall be provided with non-slipping treads, buttons or other devices all of design approved by the Engineer; and shall be of sufficient strength to carry, when supported in a manner similar to that in which they are to be permanently set, an equally distributed load of at least five hundred (500) pounds per square foot without signs of failure, deformation or permanent set, when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault lights must be set in place with cement, lead or other means to be absolutely waterproof; and the joint between the vault light construction and the supporting walls or beams shall be made watertight by the use of an approved elastic composition. Any tests required shall be at the Contractor's expense.

Measurement and Payment.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and the price paid will be as provided in Schedule Item 29 which price shall include all work, labor and material incidental to the completed vault lights in place.

24.

Special Matters.

Open Trench Excavation Permitted—Park Place and West Broadway.

Section No. 427. Along Varick Street, between the northerly end of this contract section and Franklin Street, under the widened portion thereof and under the existing easterly sidewalk east of the existing easterly curb line, the Contractor will be permitted to prosecute his work in open trench excavation without cover, except at the intersections of cross streets, in which cases such cross streets must be kept open for traffic, as provided for in Section No. 49. In order to facilitate the work, the remaining portion of the Varick Street widening may be utilized by the Contractor for the storage of materials and for working plants, etc. The Contractor will also be permitted to prosecute his work in open trench without cover in private property acquired for the extension of Varick Street on the West side of West Broadway between Franklin and Leonard Streets. Access to abutting property must be maintained, however, in the foregoing cases as provided in Section No. 44. The Railroad will pass under property on the northeast corner of Park Place and West Broadway (Lot 13 in Block 126 on the Land Map of the City of New York), which will be acquired by the City. The buildings on this property will be razed to the sidewalk level, and within the limits of the property the Contractor will be permitted to prosecute his work in open trench excavation without cover and may use such property outside of the lines of subway construction for his plant and for other purposes in the prosecution of the work. The Contractor shall, except as hereinafter provided, protect, support and maintain during construction and permanently and safely underpin the buildings standing on Lots 11 and 15 in Block 126 on the Land Map of The City of New York, and in the event of the Contractor being required to protect, support, maintain and underpin said buildings or either of them and doing such work, he shall be paid therefor at the price stipulated in Schedule Item 4-F for the building on Lot 11 and at the price stipulated in Schedule Item 4-G for the building on Lot 15, which prices include compensation to the Contractor for making good any damage to said buildings. The Commission, however, may cause said buildings or either of them to be razed to the sidewalk level, in which event the price stipulated for supporting and underpinning the building or buildings razed shall be deemed to be stricken from this contract and no compensation will be made to the Contractor therefor.

City to Raze Buildings Along Varick Street.

The City has acquired or will acquire the property included within the Varick Street Extension and the Varick Street widening and will under separate contracts raze the buildings within the limits of such extension and widening, but within such extension and widening the cost of the removal where necessary of all foundation walls or other parts of buildings or vaults below the surface along the line of the Railroad that are within the ordered net lines of excavation is included in the prices for earth excavation, as provided for in Sections Nos. 87 and 88. No deduction from the volume of excavation determined by the ordered net lines of excavation will be made on account of basements or cellars; in such case the surface, limiting the amounts to be paid for, shall be deemed to be at the average curb elevation of the existing curb in front of the property affected, and the payment for excavating any materials projecting above this surface (determined by the average curb elevation) shall be deemed to be offset by the voids occurring below this surface and no allowance or payment will be made for such projecting materials.

Backfill.

Along Varick Street (including the existing, widened and extended portions thereof) between the northerly end of this contract section and Leonard Street the Contractor will be required to restore the street surface only within the limits of the intersecting streets which cross the line of the subway; but in accordance with the provisions of Subdivision 6, he shall backfill the excavations along Varick Street (including the existing, widened and extended portions thereof) both within and beyond the limits of the Railroad in property which has been acquired or is to be acquired by the City, up to uniform grade lines between the pavement subgrades at the intersecting streets. The limit of such backfill beyond the limits of the Railroad in property which has been acquired or is to be acquired by the City may be modified and a slope for this backfill may be prescribed by the Engineer; the cost of such backfilling is to be considered as included in the prices paid for excavation within the net lines of excavation, as provided in Section No. 96. Where necessary the Contractor must support such backfill by methods approved by the Engineer, so as to prevent its encroachment on abutting private property. The cost of such supports is to be paid for at the prices stipulated in the Schedule Items applicable thereto.

Contiguous to grating and vault light work at stations and at ventilating openings between stations along Varick Street (including the existing, widened and extended portions thereof), the Contractor shall set new eight (8) inch granite curbs at a curb line to be established by the President of the Borough; the work will be done and the payment therefor will be made as prescribed in Section No. 423.

Chapter IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Contractor's Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of seventy-five thousand ($75,000) dollars. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten days or such further time as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate the contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require the Comptroller or the Interborough Company or both to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller and such amount shall in such case be deemed to have been paid by the Interborough Company to the Contractor upon this contract; and the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to the Comptroller) shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten days substitute such new securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller or the Interborough Company or both to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller; and the Comptroller shall hold the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to him) in lieu of such securities, as if part of the original deposit or as if deposited with him as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon this contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

City to Collect Interest.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

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*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

Security For.

Article XXIX. The said deposit whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be not less than ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss caused to others by the negligence, fault, or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so to be retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn from the City or the Interborough Company, as the case may be, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock. The Interborough Company shall pay to the Contractor such portion of the amounts retained by it as are to be so withdrawn from it upon the certificate of the Comptroller that such corporate stock of a market value equal to such amount to be withdrawn from it has been so deposited with him.

Chapter V.

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. The Contractor agrees to look to the Interborough Company for the payment of the sums earned under this contract to an amount not exceeding two million nine hundred six thousand five hundred forty-five and ninety one-hundredths dollars ($2,906,545.90), which the Interborough Company agrees to pay in the manner hereinafter provided, and to the City for all sums over and above such amount. The Interborough Company shall not be liable hereunder beyond said amount. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not oftener than once a month, make in writing an estimate in duplicate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's Proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at the rate of fifty ($50) dollars per ton of two thousand pounds. But the quantity of such structural iron and steel included in any partial estimate or estimates shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify two vouchers aggregating eighty-five (85) or ninety (90) per centum of the amount stated in such estimate or certified to be the value of the work done and materials furnished as provided in Article XXXIII. One of such vouchers shall be payable by the City and the other of such vouchers shall be payable by the Interborough Company. The voucher payable by the City shall be for an amount equal to five per centum (5%) of such estimate less five per centum (5%) of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The voucher payable by the Interborough Company shall be for an amount equal to ninety-five per centum (95%) of such estimate less ninety-five per centum (95%) of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The Commission shall thereupon transmit the voucher payable by the Interborough Company accompanied by a duplicate original of such estimate to the Interborough Company for payment and the Interborough Company within thirty (30) days after the receipt of such voucher shall pay the same to the Contractor. The voucher payable by the City shall be paid within thirty (30) days after the date of the certification of such voucher by the Commission. Provided, however, that the City may and the Interborough Company shall upon the certificate of the Commission at all times reserve and retain from said partial payments or any of them, in addition to the ten (10) or fifteen (15) per centum mentioned in Article XXXIII, any sum or all sums which by the terms hereof, or of any law of the State of New York, passed prior to the date hereof, either the City or the Interborough Company, or both the City and the Interborough Company, may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part and all work under this contract, the Engineer shall so certify, in writing and in duplicate, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract and also the balance of the amount remaining of the maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder after deducting all such sums as shall theretofore have been paid by the Interborough Company to the Contractor under the provisions of this contract (including interest, if any, paid under the provisions of Article XXXIX hereof) and any other sum or sums which the Engineer shall state in such certificate should be deducted. Upon the receipt of such certificate the Commission shall forthwith prepare and certify two final vouchers (or one, payable by the Interborough Company, in the event hereinafter specified) aggregating the amount remaining after deducting from the amount or value of the work done under and according to the terms of this contract as stated in such certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract (exclusive of interest, if any, paid under the provisions of Article XXXIX) and also any sum or all such sums of money as by the terms hereof either the City or the Interborough Company or both the City and the Interborough Company may be authorized to reserve or retain; provided, however, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work should the said certificate be found or known to be inconsistent with the terms of this contract or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based. One of such final vouchers shall be payable by the City and the other shall be payable by the Interborough Company. The voucher payable by the Interborough Company shall be for the balance remaining of such maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder or so much thereof as may have been certified by the Engineer; provided, however, that if such balance or so much thereof as may have been certified by the Engineer shall equal or exceed the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid, then the voucher payable by the Interborough Company shall be for such remaining amount, and no voucher shall in that case be prepared or certified for payment by the City. The Commission shall transmit such voucher payable by the Interborough Company accompanied by the duplicate original of such final certificate to the Interborough Company, and the Interborough Company on or before the expiration of ninety (90) days after the receipt of such voucher and certificate shall pay the amount due on such voucher. The voucher payable by the City shall be for the difference between the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid and the amount of the voucher payable by the Interborough Company. The City shall pay the amount due on such voucher payable by it on or before the expiration of ninety (90) days after the acceptance of the work herein agreed to be done by the Contractor and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller signed by the Engineer and the Commission.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment, the City shall pay if the delay shall occur in the case of a voucher payable by the City and the Interborough Company shall pay if the delay shall occur in the case of a voucher payable by the Interborough Company to the Contractor interest on such amount at the rate of four and one-half (4½) per centum per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. The term for which interest shall be paid shall be reckoned, in the case of a partial payment by the City from the thirtieth day after the certification of such voucher by the Commission, and in the case of a partial payment by the Interborough Company from the thirtieth day after the receipt of such voucher by the Interborough Company, and in the case of a final payment by the City from the ninetieth day after the acceptance of the work by the Commission and the filing of such certificate of the completion and acceptance of the work in the office of the Comptroller and in the case of a final payment by the Interborough Company from the ninetieth day after the date of the receipt of such voucher and the proper certificate by the Interborough Company, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance or of the Interborough Company, as the case may be. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller or the Interborough Company, as the case may be, for payment in the usual manner. But the provisions of this article as to payment by the Interborough Company of interest on any final payment due from the Interborough Company shall be subject, as between the City and the Interborough Company, to the provisions of Article XII of said contract dated March 19, 1913, to the effect that if, after the contribution of the Interborough Company shall have been exhausted, there shall accrue any valid claim against the Interborough Company in connection therewith, whether by reason of outstanding contracts or otherwise, the City shall on demand of the Interborough Company promptly settle and pay such claim or claims.

Provided, however, that the Interborough Rapid Transit Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Rapid Transit Company.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the last payment by the City aforesaid shall be and shall operate as a release to the City, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City, the Interborough Company or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract. The acceptance by the Contractor of payments by the Interborough Company, whether partial or final, aggregating the maximum amount specified in Article

XXXV hereof shall be and shall operate as a release to the Interborough Company from all claim and liability to the Contractor hereunder.

Contractor's Claims for Damage—Statements of Damage to Be Filed with the Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty (30) days after the whole work agreed herein to be performed and all the labor and material herein agreed to be delivered have been performed or delivered or completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller of the City any such notice as is described in the Lien Law, the City shall retain or may require the Interborough Company to retain or may both retain and require the Interborough Company to retain until the discharge thereof from moneys under its control or under the control of the Interborough Company or both from moneys under its control and moneys under the control of the Interborough Company so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice.

Chapter VI.

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller or by the Interborough Company or both out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained) as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims shall be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be barred under the existing Statute of Limitations, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises, to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City or the Interborough Company by reason of such loss or damage.

Chapter VII.

City to Secure Contractor Against Interference by Injunctions, to Acquire Real Estate, Etc.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

City to Acquire Real Estate.

Article LIII. The City will acquire all such real estate and rights of way or other rights, terms, franchises, easements and privileges therein which, in the opinion of the Commission, it shall be necessary to acquire or exxtinguish for the purpose of constructing the Works free of interference or right of interference; provided, however, that this covenant shall not apply to or include any damages for physical injuries to property referred to in Chapter VI hereof, whether or not compensation for such damages be awarded in a condemnation proceeding. If compensation for any such damages shall be included in an award in condemnation proceedings the Contractor shall, upon demand, promptly reimburse the City for any payments made by it for such purposes.

Chapter VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within thirty-six (36) months from the date of delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid by reducing the price to be paid the Contractor, as follows: From the amounts which shall become payable to the Contractor after the expiration of the periods above limited (but not including the retained percentages from amounts theretofore certified to be due) there shall be deducted and retained the following percentages: From the amount due for the first month after the expiration of such periods one (1) per centum thereof; from the amount due for the second month after the expiration of such periods two (2) per centum thereof; from the amount due for the third month after the expiration of such periods three (3) per centum thereof; from the amount due for the fourth month after the expiration of such periods four (4) per centum thereof; similarly from any amounts which may subsequently become due there shall be deducted a percentage, the rate of which shall equal the number of months which may have elapsed between the expiration of the periods above limited and the time when such payments shall become due. These amounts shall be deducted and retained and are hereby agreed upon and determined as the measure of liquidated damages (and not as a penalty) to the City. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor, or by any subcontractor, agent or representative of the Contractor (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such injunction or interference, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so interfered with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Works is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Commission May Acquire Real Estate.

Article LIX. In case the Contractor shall at any time give notice to the Commission that any real estate is necessary under this contract for any of the purposes specified above, which notice shall give a brief description of such real estate, the Commission shall (if it finds that such necessity exists) begin and conduct with diligence, proceedings to acquire the real estate described; and in case the Commission shall fail to put the Contractor in possession of such real estate within three (3) months from the date of the delivery of such notice the Commission shall allow the Contractor so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just, but no allowance by way of damages shall be made for such delay.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City or the Interborough Company of any of its rights under this contract.

Chapter IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof;

and the Interborough Company shall, upon the requirement of the Commission, deduct and pay to the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor from it under and by virtue of this contract, the amount of such expense or such portion thereof as the Commission shall require, to be applied by the City to the payment of such expense, and such moneys so deducted and paid to the City shall be deemed to have been paid to the Contractor by the Interborough Company upon this contract. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

Chapter X.

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond, and if any such correction or change affects the obligations of the Interborough Company hereunder, by the Interborough Company; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of the Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission or any officer or director of the Interborough Company personally by reason of this contract or of any of its articles or provisions.

Contractor Not to Assign, Sublet, etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City and the Interborough Company shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City or the Interborough Company in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including section 3 thereof as re-enacted by chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of section 14 of the Labor Law it is further provided that if the provisions of the said section 14 are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this agreement that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then the contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

Interborough Company.

Article LXX. The Interborough Company is a party to this contract solely for the purpose of paying out its contribution toward the cost of construction of the Railroad as provided in the said contract dated March 19, 1913, and the fact that it is a party to this contract with the City and the Contractor shall not deprive it of any rights, claims or remedies which as owner or lessee of any elevated railroad or abutting property or otherwise, it might otherwise possess or assert against the City or the Contractor.

Testimonium.

In Witness Whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President; and the Contractor has * [hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,

By ....., Chairman.

Attest: ....., Secretary.

INTERBOROUGH RAPID TRANSIT COMPANY,

By ....., President.

Attest: ....., Secretary.

Acknowledgment for Commission.

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

On the day of , 1913, before me personally appeared Edward E. McCall and Travis H. Whitney, to me known and known to me to be the said Edward E. McCall, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said Edward E. McCall and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said Edward E. McCall, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

The words "Provided, however, that the Interborough Rapid Transit Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Rapid Transit Company," added at the end of Article XXXIX before execution.

Acknowledgment for Interborough.

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

On the day of , 1913, before me personally appeared Theodore P. Shonts and H. M. Fisher, to me known and known to me to be the said Theodore P. Shonts, the President, and the said H. M. Fisher, the Secretary, of Interborough Rapid Transit Company, the corporation named in the foregoing contract, and they being by me duly sworn, did depose and say, each for himself and not one for the other, the said Theodore P. Shonts, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the President of the said Interborough Rapid Transit Company, and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said H. M. Fisher, that he resides in Plainfield, in the State of New Jersey, that he is the Secretary of the said Interborough Rapid Transit Company, and that he subscribed his name thereto by like authority; and both the said Theodore P. Shonts and H. M. Fisher that they know the seal of the said Interborough Rapid Transit Company, and that the same was affixed to the foregoing contract by the authority of the Board of Directors of Interborough Rapid Transit Company and of a resolution duly adopted by the same.

The words "Provided, however, that the Interborough Rapid Transit Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Rapid Transit Company," added at the end of Article XXXIX before execution.

Acknowledgments for Contractor.

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

On this day of , 1913, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1913, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resides in , in the State of ; that he is of , the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that one of the seals affixed to said contract is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

The words "Provided, however, that the Interborough Rapid Transit Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Rapid Transit Company," added at the end of Article XXXIX before execution.

Form of Contractor's Bond, Construction of a Part of Proposed Rapid Transit Railroad Routes Nos. 4 and 38, Section No. 2.

Know all Men by these Presents, That

of

hereinafter called the Contractor, and

and

hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City, in the sum of Seventy-five thousand ($75,000) dollars lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their, executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of Seventy-five thousand ($75,000) dollars and each of the said Sureties to be so held and bound only for a portion of said sum as follows:

The said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($); the said
for the sum of
dollars ($).

In witness whereof, the Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers, this day of , 1913.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with the Contractor bearing even date herewith for the construction of that portion of a Rapid Transit Railroad known as Section 2 of Routes 4 & 38, extending under Greenwich Street, West Broadway and Varick Street from Vesey Street to Leonard Street in the Borough of Manhattan in the City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof.

Now, therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed between the City and the Sureties (and it is only upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to make any payment or do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense

*If the contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.*

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF THE SEVENTH AVENUE-LEXINGTON AVENUE RAPID TRANSIT RAILROAD, ROUTES NOS. 4 AND 38, SECTION NO. 2.

Contractor's Proposal for the Construction of a Portion of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

Routes Nos. 4 and 38, Section No. 2

Notice—Sums of money must be written in words and also in figures, except in the schedules. There must remain annexed hereto:

Copy of Invitation to Contractors
Copy of Form of Contract
Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned,† do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York and the Interborough Rapid Transit Company for the construction of Section No. 2 of Routes Nos. 4 and 38, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

Schedule of Unit Prices.

Item.	Classification.	Unit Price	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1	For earth excavation, above mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yard	.....	122,200	.....
2	For earth excavation, below mean high water (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd	.....	124,200	.....
2a	For earth excavation, both above and below mean high water, for sewers and pipes, including the disposal of it, etc., per cubic yd.	.....	6,600	.....
3	For rock excavation (except excavation for sewers and pipes), including the disposal of it, etc., per cubic yd	.....	100	.....
3a	For rock excavation for sewers and pipes, including the disposal of it, etc., per cubic yd.	.....	200	.....
4	For underpinning buildings, including all incidental work, labor and material, per lineal front ft. of building underpinned, as follows:			
	(a) For buildings less than seven stories in height, per front ft	.....	3,160	.....
	(b) For buildings from seven to twelve stories in height, per front ft	.....	135	.....
	(c) For buildings over twelve stories in height, per front ft	.....	80	.....
4e	For maintaining, protecting and securing buildings, including all incidental work, labor and material, per lineal front ft. of building maintained, protected and secured	.....	425	.....
4f	For supporting during construction and permanently underpinning the building on Lot No. 11, Block 126, as provided in Section No. 427	.....	.....	.....
4g	For supporting during construction and permanently underpinning the building on Lot No. 15, Block 126, as provided in Section No. 427	.....	.....	.....
6	For concrete masonry in place, per cubic yd.	.....	35,120	.....
7	For protective concrete masonry in place outside of waterproofing, per cubic yd	.....	8,600	.....
8	For rubble stone masonry in place, per cubic yd.	.....	3,650	.....
8a	For dry rubble masonry, in place, per cubic yd.	.....	50	.....
9	For brick masonry, in place, per cubic yd	.....	100	.....
10	For hollow terra cotta brick or tile masonry of any thickness, in place, per cubic yard.	.....	50	.....
11	For grout of Portland cement, per barrel of Portland cement used	.....	1,000	.....
12	For timber piles, in place, and prepared, per lineal ft	.....	30,000	.....
13	For timber, foundations, placed and fastened, per thousand ft. B. M.	.....	2	.....
14	For broken stone or gravel, in place, other than that used in concrete, per cubic yard	.....	50	.....
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:			
	(a) For 1-ply, per square yd	.....	53,300	.....
	(b) For 2-ply, per square yd	.....	100	.....
	(c) For 3-ply, per square yd	.....	13,200	.....
	(d) For 4-ply, per square yd	.....	100	.....
	(e) For 5-ply, per square yd	.....	100	.....
	(f) For 6-ply, per square yd	.....	100	.....
	(i) For dry-ply, per square yard	.....	100	.....
16	For waterproofing, brick laid in asphalt mastic, in place, per cubic yd	.....	8,800	.....
17	For vitrified or cast-iron drain pipe, in place, as follows:			
	(a) For 12-inch vitrified pipe, per lineal ft.	.....	100	.....
	(b) For 10-inch vitrified pipe, per lineal ft.	.....	100	.....
	(c) For 8-inch vitrified pipe, per lineal ft.	.....	3,500	.....
	(d) For 6-inch vitrified pipe, per lineal ft.	.....	100	.....
	(e) For 4-inch vitrified pipe, per lineal ft.	.....	100	.....
	(g) For 6-inch cast-iron pipe, per lineal ft.	.....	100	.....
	(h) For 4-inch cast-iron pipe, per lineal ft.	.....	2,800	.....
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place as follows:			
	(a) For 3-inch, per lineal ft	.....	50	.....
	(b) For 4-inch, per lineal ft	.....	110	.....
	(c) For 6-inch, per lineal ft	.....	330	.....
	(d) For 8-inch, per lineal ft	.....	130	.....
18	For tunnel ducts, in place, as required by Section No. 407 of the specifications, per duct ft	.....	226,900	.....
19	For riveted steel, painted and erected, per ton of two thousand pounds	.....	3,160	.....
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	.....	2,680	.....
21	For steel rods and bars built in concrete, per ton of two thousand pounds	.....	70	.....
25	For miscellaneous iron castings, other than tunnel lining, such as manhole heads and covers, gratings, etc.; but not including castings for sewer work or pipes; in place, per ton of two thousand pounds	.....	11	.....
25c	For miscellaneous iron furnishings for sewer manholes and basins, both cast and wrought, such as manhole and basin heads, covers, inlet gratings or bars, manhole steps, etc., but not including pipe, in place, per ton of two thousand pounds	.....	5	.....
26	For special wire forms, in place, per pound	.....	2,850	.....
27	For one and one-half inch (1½-in.) galvanized iron pipe hand rail, in place, including expansion bolts, etc., per lineal ft.	.....	4,100	.....
28	For steel gratings for ventilation, in place, including frames, etc., per square ft	.....	7,700	.....
29	For vault lights, in place, per square ft	.....	3,600	.....
30	For street surface restored, as follows:			
	(a) Within curb lines, including curbs and all structures and growths therein or thereon, per square yd	.....	4,500	.....
	(e) For repavement of roadways between curb lines with Asphalt pavement, per square yd	.....	230	.....
	(f) For repavement of roadways between curb lines with Granite Block pavement, per square yd	.....	3,480	.....
	(i) For new bluestone curb, in place, including all incidental work, labor and material, per lineal ft	.....	1,210	.....
	(j) For repavement of roadways between curb lines with Wooden Block pavement, per square yard	.....	13,970	.....
	(k) For new eight-inch (8-in.) granite curb in place, including all incidental work, labor and material, per lineal ft	.....	500	.....
32	For wrought-iron electric conduits, in place in stations, as follows:			
	(a) For three-fourths inch (¾-in.) wrought-iron, per lineal foot	.....	8,075	.....
	(b) For one and one-half inch (1½ in.) wrought-iron, per lineal foot	.....	500	.....
	(c) For two inch (2-in.) wrought-iron, per lineal foot	.....	25	.....
	(d) For one inch (1-in.) wrought-iron, per lineal ft	.....	300	.....
33	For cast-iron outlet boxes in place, in stations, each	.....	562	.....
33a	For cast-iron pull boxes in place, in stations, each	.....	6	.....
34	For cast-iron pipe and fittings, including specials ("extra heavy"), in place, in stations, as follows:			
	(a) For six-inch (6-in.), per lineal ft	.....	345	.....
	(b) For three-inch (3-in.), per lineal ft	.....	330	.....
	SEWERS.			
	Vitrified and Cast-Iron Pipe.			
37	For 12 inch vitrified pipe sewer, per lineal ft.	.....	700	.....
38	For 15 inch vitrified pipe sewer, per lineal ft.	.....	1,000	.....
39	For 18 inch vitrified pipe sewer, per lineal ft.	.....	100	.....
40	For 20 inch vitrified pipe sewer, per lineal ft.	.....	100	.....
40a	For 22 inch vitrified pipe sewer, per lineal ft.	.....	100	.....
41	For 24-inch vitrified pipe sewer, per lineal ft.	.....	1,000	.....
42	For cast-iron sewer pipe (straight pipe) in place in the work, per ton of two thousand pounds	.....	5	.....
43	For cast-iron sewer pipe (special castings) in place in the work, per ton of two thousand pounds	.....	5	.....
	Egg-Shaped Brick or Concrete Sewers.			
45	For 3 ft. 6 in. x 2 ft. 4 in., per lineal ft.	.....	850	.....
47	For 4 ft. 0 in. x 2 ft. 8 in., per lineal ft.	.....	300	.....
49	For 4 ft. 6 in. x 3 ft. 0 in., per lineal ft.	.....	350	.....
	Circular Sewers—Brick or Concrete or Reinforced Concrete.			
59	For 5 ft. 9 in., per lineal foot	.....	60	.....
	Surface and Subsurface Structures.			
75	For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional			

*The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

†The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled in in the following form, "the firm of A. B. & Co., composed of A., B., C., D., etc." (giving the names of all the partners).

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
	vaults, if required and constructed, in excess of the number existing), as follows:			
	(a) For electric (underground trolley) railroads, per lineal foot of single track	.....	5,150	.....
	(b) For horse, storage battery or other independent motor operated railroads, per lineal foot of single track	.....	350	.....
76	For the temporary and permanent support and maintenance of elevated railroad structures, and all work incidental thereto, as follows:			
	(a) For elevated railroad colmuns supported entirely upon subway structure, per column	.....	47	.....
	(b) For elevated railroad columns supported partly or entirely off the subway structure, per column	.....	17	.....
	PIPES IN STREETS.			
	For Work and Material as Called for by the Specifications—Water and Gas Pipes, Water Pipes.			
	For water pipes, in place, as follows:			
79	For 6-inch water pipe, per lineal ft.	.....	1,020	.....
82	For 12-inch water pipe, per lineal ft.	.....	1,100	.....
84	For 20-inch water pipe, per lineal ft.	.....	940	.....
	Gas Pipes.			
	For cast-iron gas pipes, in place, as follows:			
90	For 4-inch gas pipe, per lineal ft.	.....	360	.....
91	For 6-inch gas pipe, per lineal ft.	.....	2,260	.....
92	For 8-inch gas pipe, per lineal ft.	.....	1,030	.....
94	For 12-inch gas pipe, per lineal ft.	.....	510	.....
96	For 20-inch gas pipe, per lineal ft.	.....	150	.....
99a	For wrought-iron by-passing pipes upon or below the street surface, in place, as follows:			
	(a) For 6-inch by-passing pipe, per lineal ft.	.....	4,700	.....
	(b) For 8-inch by-passing pipe, per lineal ft.	.....	3,000	.....
	(e) For 16-inch by-passing pipe, per lineal ft.	.....	170	.....
	New Water and Gas Pipes.			
100	For new cast-iron hub and spigot straight pipe actually used as measured in place in the work, per ton of two thousand pounds	.....	200	.....
101	For new cast-iron hub and spigot pipe, special castings, actually used, as measured in place in the work, per ton of two thousand pounds	.....	50	.....
	High Pressure Fire System Pipes, Standard Spigots and Grooves.			
	For high pressure fire system pipe, in place as follows:			
102	For 8-inch high pressure fire system water pipe, per lineal ft.	.....	50	.....
103	For 12-inch high pressure fire system water pipe, per lineal ft.	.....	190	.....
104	For 16-inch high pressure fire system water pipe, per lineal ft.	.....	360	.....
106	For 24-inch high pressure fire system water pipe, per lineal ft.	.....	160	.....
	New Cast-Iron Spigot and Groove Pipe for High Pressure Fire System.			
107	For new cast-iron spigot and grove straight pipe actually used, as measured in place in the work, per ton of two thousand pounds	.....	20	.....
108	For new cast-iron spigot and groove pipe, special castings, actually used, as measured in place in the work, per ton of two thousand pounds	.....	10	.....
	STEAM PIPES			
	For steam pipe in place, as follows:			
109	For 6-inch steam pipe, per lineal ft.	.....	650	.....
110	For 8-inch steam pipe, per lineal ft.	.....	100	.....
111	For 10-inch steam pipe, per lineal ft.	.....	130	.....
113	For 15-inch steam pipe, per lineal ft.	.....	140	.....
114	For 20-inch steam pipe, per lineal ft.	.....	100	.....
	NEW STEAM PIPES.			
	For new steel welded flanged steam pipe actually used, as measured in place in the work, as follows:			
115	For 6-inch steam pipe, per lineal ft.	.....	100	.....
116	For 8-inch steam pipe, per lineal ft.	.....	50	.....
117	For 10-inch steam pipe, per lineal ft.	.....	50	.....
119	For 15-inch steam pipe, per lineal ft.	.....	50	.....
120	For 20-inch steam pipe, per lineal ft.	.....	100	.....
	MAIL TUBES.			
125	For 8-inch mail tube in place, per lineal ft.	.....	630	.....
126	For new 8-inch mail tube actually used, as measured in place in the work, per ton of two thousand pounds	.....	10	.....
126a	For 2¼-inch postal tube in place, per lineal ft.	.....	1,300	.....
126b	For new 2¼-inch postal tube actually used, as measured in place in the work, per lineal ft	.....	100	.....
	DUCTS IN STREETS.			
	Electric Ducts and Conduits in Streets.			
	[Other than tunnel ducts and street railroad ducts which are provided for in Items 18 and 75 (a).]			
127	For electric ducts and conduits in place, as provided in Section No. 62 of the specifications, per duct ft.	.....	27,000	.....
127A	For wrought-iron pipe used as electric ducts and conduits, in place, as provided in Section No. 62 of the specifications, as follows:			
	(b) For 3-inch wrought-iron pipe, per lineal ft.	.....	13,500	.....
	(c) For 3½-inch wrought-iron pipe, per lineal ft.	.....	500	.....
	(d) For 4-inch wrought-iron pipe, per lineal ft.	.....	500	.....

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with The City of New York and Interborough Rapid Transit Company in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York pursuant to the terms of the said contract, *a bond in the sum of seventy-five thousand dollars* ($75,000) *in the form hereto annexed with the following named Sureties, viz.:**

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. on the floor of the building No. in the Borough of in the City of New York. Such delivery shall be sufficient notice to the undersigned.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that the Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten days thereafter or within such longer period as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or, if it shall be accepted and the undersigned shall within ten days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except†

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of Department, Chief of bureau, deputy thereof, or clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated 1913.

Schedule of Securities.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Affidavit of Verification.

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

being duly sworn, says: I am‡ the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1913.

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, January 14, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 6, 1914, the Public Service Commission for the First District transmitted for consent to the Board of Estimate and Apportionment a proposed contract to be entered into between The City of New York, the Interborough Rapid Transit Company and the Degnon Contracting Company for the construction of Section No. 2 of Routes Nos. 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad which begins at a point under Greenwich street in the Borough of Manhattan near the intersection of West Broadway about 70 feet south of the southerly building line of Vesey street and extends thence northerly under Greenwich street, West Broadway and Varick street to a point about 100 feet south of the southerly building line of Beach street; also a branch to this line beginning at a point under Park place about 117 feet east of the easterly line of West Broadway and curving thence northwesterly under Park place, private property, and West Broadway to a connection with the main line, at an estimated cost to the City of $152,976.10.

The Commission also requested your Board to consent to the award of the contract submitted to prescribe a limit of $152,976.10 to the amount of bonds available to meet the requirements of the City's obligations thereunder and to direct the Comptroller to issue bonds to the necessary amount, the same to be charged against the appropriation of $28,200,000 made by the Board on March 18, 1913, for the purpose of carrying out the terms of Contract No. 3.

This contract has been awarded the low bidder at an estimated amount of $3,059,522. It provides that the Interborough Rapid Transit Company shall pay 95 per cent. of the value of the estimates rendered to an amount not exceding $2,906,545.90 as the Lessee's further contribution toward the construction costs of $58,000,000 provided for in Contract No. 3.

Shortly after the opening of the bids for this section of the subway, I received a protest from William B. Ellison, counsel for The Thomas J. Buckley Engineering Company. Mr. Ellison claimed that his client and not the Degnon Contracting Company, was the low bidder on Section No. 2.

I investigated the matter, at that time, and found that The Buckley Engineering Company was not the low bidder, as claimed. The Buckley claim was based on the fact that his bid on Items 26 and 27 should have appeared as cents, but that they were tabulated as dollars.

There were two biddings on this contract; the first opening of bids was on October 1, 1913. At that bidding The Thomas J Buckley Engineering Company bid 12 cents per pound for special wire forms which was Item 26, and 45 cents per linear foot for galvanized iron pipe hand rail, which was item 27. At these prices the total for the two items was only $2,187.

On the second bidding, for which bids were opened on December 2, 1913, The Buckley Company bid $12 per pound for Item 26 and $45 per linear foot for Item 27. This bid multiplied by one hundred, the first bid

*The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

†Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

‡If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say "the (President or other officer duly authorized) of the Company."

for the same items, so that instead of $2,187 for these two items, the bid on the second bidding was $218,700. Evidently this was a clerical mistake as was claimed by Mr. Ellison.

Mr. Ellison had stated that the figures contained in the office copy of the Buckley bid were correct and that the figures as read on the opening of the bids were correct. I investigated and found that the figures at the opening of the bids were read as "twelve dollars ($12)" and "forty-five dollars ($45)." They were actually written in the bid as "$12.00" and "$45.00." An examination of the bid sheet shows that the figures were written in as dollars originally. There has been no erasure or change of any kind. The paper used was of a character which would not permit of any erasure of ink marks, without plainly showing that an alteration had been made.

It was recommended to me that it would be a most dangerous precedent to establish, if the Board of Estimate and Apportionment were to concern itself with this matter, thereby opening the doors to improper practices in future awards on contract work to the real injury of public interest.

Mr. Buckley took the matter to the Courts and the conclusion which had been drawn in my office was supported by a formal decision of the Supreme Court. On January 3, 1914, Supreme Court Justice Gavegan handed down a decision in the action begun by the Thomas J. Buckley Engineering Company against the Public Service Commission for an injunction restraining the Commission from awarding the contract for Section 2, until the Buckley Company amended mistakes it had made in its own bid. Justice Gavegan denied the application for the injunction and stated that no authority had been presented and that he had not been able to find any authority for the relief asked. In fact, he stated that the Public Service Commission would not have been obliged to award or recommend the awarding of the contract to the Buckley Company had its bid been correct when submitted or found to be the lowest when opened. I quote the following from Justice Gavegan's decision as printed:

> "Without questioning the good faith of the Buckley Company, I am of the opinion that the granting of the application would establish a precedent which would enable a future bidder on a contract for public work to deliberately specify what would seem unusually large prices for certain items, with the idea that if with those items he turned out to be the lowest bidder, he would take the contract, while if he was the second lowest bidder he would claim that a mistake had been made and demand the right to correct his bid so as to make him the lowest bidder. In the absence of fraud the court cannot substitute itself for the Public Service Commission, which has full power under the statute to act in the awarding of contracts. Public interest requires that bidders be held to their bids in order that delays may be obviated or minimized in the prosecution of public improvements."

The Buckley Engineering Company would have been the low bidder at the second bidding if its bid on Items 26 and 27 had been the same as at the first bidding.

All of the bidders who competed at the second bidding, put in lower bids than at the first bidding with the execption of the Oscar Daniels Company, which made no change in its bid, and the Buckley Company, which reduced on certain items, but through the alleged mistake on Items 26 and 27, increased its bid by a net amount of $189.285.

The bids at the two openings were as follows:

		Bids Opened October 1, 1913.	Bids Opened December 2, 1913.	
Buckley	(1)	$3,033,349 75	$3,222,634 00	(3)
O'Rourke	(2)	3,148,773 75	No bid.	
Cranford	(3)	3,197,185 00	No bid.	
Degnon	(4)	3,343,058 20	3,059,522 00	(1)
Underpinning & Foundation	(5)	3,384,732 75	3,222,350 75	(2)
Carvel	(6)	3,500,633 75	No bid.	
Rapid Transit Subway Co.	(7)	3,552,366 75	3,379,033 00	(6)
Oscar Daniels	(8)	3,626,151 25	3,626,151 25	(7)
Holbrok, Cabot & Rollins	(9)	3,778,317 90	3,377,542 90	(5)
Canavan	(10)	4,077,818 75	No bid.	
Godwin	(11)	4,175,929 29	3,371,571 50	(4)

There are two questionable items, which deserve the attention of the Board. These items are 4 F and 4 G, providing for the permanent underpinning of building supports for two brick buildings, five stories high, one with a frontage of 90 feet on West Broadway and the other with a frontage of 50 feet on Park place, both abutting the building at the corner of Park place and West Broadway. The specifications on this contract provide for the tearing down of this corner building. The subway curves into Park place and cuts under two corners of the two other buildings at a depth of about 40 feet below the street level. The specifications did not call for the tearing down of the two buildings abutting the corner building, but left the determination to permanently underpin and support these buildings, or to require their demolishment, until after the work was under way. The buildings are old, the underground conditions admittedly bad and the support of these buildings would be hazardous. Not only this, but their retention overhead would increase the cost of the subway underneath. If the specifications had called for the demolishment of these buildings, the total cost for the subway would have been reduced. That the successful bidder at the last bidding did not expect to have to underpin these two buildings is indicated in that he bid only $100 for each building, whereas at the first bidding he had bid $7,100 for one and $10,500 for the other. The Buckley Company had bid $10,000 each at the first bidding, but bid only $5,000 each at the last bidding.

I give below the bid prices for these two items at each of the two biddings:

		Bids Opened October 1, 1913.	Bids Opened December 2, 1913.	
Buckley	(1)	$10,000 00 each	$5,000 00 each	(3)
O'Rourke	(2)	1,000 00 each		
Cranford	(3)	1,000 00 each		
Degnon	(4)	7,500 00 10,000 00	100 00 each	(1)
Underpinning & Foundation Co.	(5)	5,000 00 each	1,000 00 each	(2)
Carvel	(6)	25,000 00 each		
Rapid Transit Subway Co.	(7)	25,000 00 each	15,000 00 each	(6)
Oscar Daniels	(8)	34,000 00 32,000 00	34,000 00 32,000 00	(7)
Holbrook, Cabot & Rollins	(9)	4,000 00 each	4,000 00 each	(5)
Canavan	(10)	6,000 00 4,000 00		
Godwin	(11)	35,000 00 28,000 00	10,000 00 8,000 00	(4)

Whether or not a readvertisement would bring lower prices is questionable. The price per foot on this section of the subway is $985, as compared with only $504 per foot of Section 3 adjoining to the north, which was bid on by practically the same contractors, about three weeks before the bidding on Section 2. Of course the physical conditions affecting the work on Section 2 are more difficult and while the price seems high, the fact remains that we have already had the advantage of competition at two biddings and it might be that on a third bidding there would be no decrease in the bid price.

At the opening of the bids on October 1, 1913, The Thomas J. Buckley Engineering Company was the low bidder, but the contract was not awarded to the Buckley Company, because the Public Service Commission, after a careful and apparently a very fair investigation, decided that the equipment of the company was insufficient. The Commission then threw out all the bids and ordered a new bidding.

It has been claimed that the methods followed by the Public Service Commission in receiving bids permit of mistakes and possible substitution of a low bid by other than the low bidder. It has been claimed that in tabulating the bids, the figures are read so fast that it is impossible for the independent tabulators to catch all the figures correctly. I have not been able to find any substantiation for this claim, but I have found that a change might be made in the bid sheets which would require the writing out of figures in addition to using the arabic numerals. I have suggested this to the Public Service Commission and the suggestion has been given attention.

In my opinion, the claims that have been made by The Buckley Company do not warrant the Board of Estimate and Apportionment in disapproving the award of the contract to the Degnon Company. I believe that Justice Gavagan's decision states the case very clearly and very properly.

I recommend the adoption of the attached resolution consenting to the award of the contract, limiting the amount of bonds available and authorizing and directing the Comptroller to issue the necessary corporate stock, Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District, duly made by said Commission on January 6, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Degnon Contracting Company, the Interborough Rapid Transit Company and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of Manhattan of Section No. 2 of Routes Nos. 4 and 38, being that portion of the proposed Seventh Avenue-Lexington Avenue Rapid Transit Railroad beginning at a point under Greenwich street near the intersection of West Broadway about seventy (70) feet south of the southerly building line of Vesey street and extending thence northerly under Greenwich street, West Broadway and Varick street, to a point about one hundred (100) feet south of the southerly building line of Beach street; also a branch to this line beginning at a point under Park place, about one hundred and seventeen (117) feet east of the easterly line of West Broadway and curving thence northwesterly under Park place, private property, and West Broadway to a connection with the main line at an estimated cost to the City of one hundred and fifty-two thousand nine hundred and seventy-six dollars and ten cents ($152,976.10); and be it further

Resolved, That, the Board of Estimate and Apportionment prescribes that the limit to the amount of proceeds of corporate stock available for the said purposes shall be one hundred and fifty-two thousand nine hundred and seventy-six dollars and ten cents ($152,976.10); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of one hundred and fifty-two thousand nine hundred and seventy-six dollars and ten cents ($152,976.10), at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board dated January 6, 1914, said issue of corporate stock to be charged against the appropriation made by this Board on March 18, 1913, of twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3.

Which was adopted by the following vote:

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

Front Drive Motor Company—Claim Of (Cal. No. 33).

(On February 27, 1914, this matter was laid over one week—March 6, 1914.)

The Secretary presented the following:

The City of New York, Department of Finance, Comptroller's Office, February 16, 1914.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, the same being chapter 601 of the Laws of 1907 of the State of New York, as amended, entitled "An Act to amend the Greater New York Char-

ter in relation to the powers of the Board of Estimate and Apportionment," I hereby certify that a claim has been presented by the Front Drive Motor Company for the sum of $4,110, which is alleged to be due for a certain Christie Tractor furnished the Fire Department of the City of New York, and for services rendered in furnishing and fitting a new crank shaft to the tractor aforesaid; that no action has been instituted in connection with this claim; that an investigation of the facts on which said claim is based discloses that the president of claimant company requested permission from the Commissioner of the Fire Department to install the tractor in question on some piece of fire apparatus, in order to demonstrate to the Department that the tractor was a perfected piece of mechanism; that at that time the tractor referred to was the only front drive one in existence; that said tractor was furnished about January, 1912, and was attached to engine 58; that the same was subjected to a street test and was also tried in actual fire service for about 3 months, with the understanding that if it gave satisfaction it would be purchased at the price of $4,000; that after the expiration of the last mentioned test the President of claimant company was informed orally that the machine would be accepted; that a little later an electric storage battery tractor was placed in service under a similar arrangement as set forth above, and the same proving satisfactory, requisition was made by the Fire Department to the Board of Aldermen for permission to purchase both tractors at $4,000 each, without public letting; that permission was given to purchase the electric storage battery tractor, but was not granted in respect to the Christie Tractor; that the last mentioned tractor has been in possession of and operated by the Fire Department ever since the tests mentioned above; that claimant company contends said tractor actually cost $6,500 to build, it being the first of its kind ever completed; that the Fire Department states the introduction of the tractor in question has meant virtually a saving of $50,000 or more to the City; that recently the president of claimant company entered into a contract with the City, through the Fire Department, for the furnishing of 10 tractors at $3,750 each; that the Commissioner of the Fire Department states this claim is "just and reasonable"; that the crank shaft for which payment is sought was furnished to the Fire Department upon the oral request of Chief Demarest, of said department; that said shaft was necessitated by reason of the fact that the engine upon which the tractor was installed met with an accident, through no fault of claimant company, which put the machine out of commission for about 10 days; that said crank shaft appears to have been purchased by claimant company from the Herschell-Spillman Company for $85; that the sum of $5 is claimed in addition to said sum for express and delivery charges; that a charge is made for 10 days' services of machinists and fitters at $5 per day; that said charge includes a profit of 20 per cent., the men referred to being actually paid $4 per day; that the president of claimant company is willing to adjust this claim for $3,750, the price agreed to be paid by the City for the tractors now under contract to be furnished; that owing to the informal manner in which the subject matter of this claim was ordered and furnished, a violation of section 419 of the Charter has occurred; that this claim is therefore illegal and invalid as against the City of New York, but notwithstanding, in my judgment it is equitable and proper for the City to pay said claim, inasmuch as it has received a benefit and value for the same, and that $3,750, the value of that benefit and an amount not in excess of the actual outlay of claimant company, without profit or interest, is the sum which should be paid in full satisfaction thereof. Respectfully,

ALEX. BROUGH, Deputy and Acting Comptroller.

The following resolution was offered:

Resolved, That, pursuant to section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907, as amended, the Board of Estimate and Apportionment hereby determines that the City has received a benefit from the Front Drive Motor Company and is justly and equitably obligated to pay to the said Front Drive Motor Company, without interest, the sum of three thousand, seven hundred and fifty dollars ($3,750) for a certain Christie tractor and crank shaft, and services rendered in connection therewith, which were furnished to the Fire Department of The City of New York about January, 1912; that the said sum shall be paid in full satisfaction of the claim which has been presented on behalf of the Front Drive Motor Company for the tractor, crank shaft and services above mentioned; that the interests of the City will be best subserved by the payment thereof; that said sum shall be paid only upon the execution by said company of a full release in favor of the City in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said claim from the account entitled "Revenue Bond Fund for Claim, Miscellaneous, R. C. L.—11."

Which was adopted by the following vote:

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

President, Borough of Queens—Establishment of Position of Janitor (Cal. No. 34).

The Secretary presented a report of the Committee on Salaries and Grades, recommending that the request of the President of the Borough of Queens for the establishment in his office of the grade of position of Janitor at $1,500 per annum for one incumbent, be denied, for the reason that the average salary paid to Janitors under the Jurisdiction of the Presidents of the various Boroughs is less than $1,200 per annum, the salary now paid the incumbent it is proposed to promote.

(On January 16, 1914, this request was referred to said Committee.)

(On February 27, 1914, the above report was laid over for one week.)

Which was laid over one week (March 13, 1914).

President, Borough of Queens—Establishment of Position of Grainer (Cal. No. 35).

The Secretary presented a communication from the Commissioner of Public Works and Acting President, Borough of Queens, dated January 31, 1914, requesting the establishment of the position of Grainer in his Department, with salary at the rate of $4.50 per diem, and the following report of the Committee on Salaries and Grades, recommending that said report be denied:

(On February 6, 1914, the request for the establishment of this position was referred to the Committee on Salaries and Grades.)

(On February 27, 1914, the matter was laid over for one week.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 16, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 31, 1914, the Acting President of the Borough of Queens requested establishment in his office pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Grainer, at $4.50 per diem, for one incumbent. In connection therewith we report as follows:

This grade is requested for Edward J. Timmins, employed as a Grainer in the Bureau of Public Buildings and Offices. The prevailing rate of wages adopted by the Building Trades for Painter is $4 per diem, and for Grainer $4.50 per diem. It is contended by the Building Trades that a Grainer is entitled to 50 cents per day more than a Painter, but only while he is actually employed on graining. The amount of graining to be done in the office of the President of the Borough of Queens does not require the continuous services of a Grainer. For this reason Mr. Timmins is frequently employed on the same kind of work as the Painters who are receiving $4 per day.

We recommend therefore that the request be not approved. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* of the request of the Acting President of the Borough of Queens, as set forth in a communication dated January 31, 1914, for the establishment of the grade of position of Grainer with compensation at the rate of $4.50 per diem, for one incumbent.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx and Richmond—15.

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

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

Board of Estimate and Apportionment—Report of Committee on Organization (Cal. No. 36).

The Secretary presented report of the Committee on Organization recommending the establishment in the Board of Estimate and Apportionment of additional positions and grades of positions, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$4,000 00	1
Expert Accountant	3,500 00	1
Expert Accountant	3,000 00	1
Examiner	3,000 00	1
Clerk	1,500 00	1
Clerk	1,950 00	1

Also recommending that the Civil Service Commission be requested to exempt from the competitive class, positions in the Board of Estimate, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Expert Accountant	$4,000 00	1
Examiner	3,000 00	2

(On February 27, 1914, the above report was laid over for one week.)

Which was laid over one week (March 13, 1914).

President, Borough of Queens—Establishment of Grade of Position of Junior Chemist (Cal. No. 37).

The Secretary presented a communication from the President, Borough of Queens, dated January 12, 1914, requesting the establishment of the position of Junior Chemist at $900 per annum for one incumbent, and the following report of the Committee on Salaries and Grades, recommending approval thereof.

(On January 16, 1914, this matter was referred to the Committee on Salaries and Grades.)

(On February 20, and again on February 27, 1914, this matter was laid over one week.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, January 24, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 12, 1914, the President of the Borough of Queens requested establishment in his office, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Junior Chemist at $900 per annum, for one incumbent. In connection therewith we report as follows:

In the Bureau of Highways there is a vacancy in the position of Junior Chemist at $1,200 per annum. It is proposed to appoint a Junior Chemist at $900 if the grade is established.

We recommend the adoption of the attached resolution approving the request. Respectfully,

ALEX. BROUGH, Deputy and Acting Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, recommends to the Board of Aldermen the establishment in the office of the President of the Borough of Queens of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Junior Chemist	$900 00	1

Which was adopted by the following vote:

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

President, Borough of Queens—Establishment of the Grade of Position of Chemist (Cal. No. 38).

The Secretary presented a communication from the President, Borough of Queens, dated January 12, 1914, requesting the establishment of the position of Chemist, at $2,100 per annum, for one incumbent, and the following report of the Committee on Salaries and Grades recommending approval of said request:

(On January 16, 1914, this matter was referred to the Committee on Salaries and Grades.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 21, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 12, 1914, the President of the Borough of Queens requested establishment in his office, pursuant to the provisions of section 56 of the Greater New York Charter, of the grade of position of Chemist at $2,100 per annum, for one incumbent. In connection therewith we report as follows:

This establishment is requested, to provide for increasing the salary of P. M. Travis, Chemist, at $1,800 per annum. Mr. Travis is in charge of the laboratory in the office of the President. It is proposed to reduce the position of Junior Chemist from $1,200 to $900 per annum, to provide for this increase.

We recommend the adoption of the attached resolution approving the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the office of the President of the Borough of Queens of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Chemist	$2,100 00	1

Which was adopted by the following vote:

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

President, Borough of Richmond—Issue of Special Revenue Bonds (Cal. No. 39).

The Secretary presented a communication from the President, Borough of Richmond, dated February 17, 1914, requesting an issue of $10,000 special revenue bonds for the removal of snow and ice by the Bureau of Street Cleaning during 1914, and the following report of the Comptroller recommending an expenditure of $8,500 for this purpose:

(On February 20, 1914, the request of the President, Borough of Richmond, in this matter was referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 17, 1914, the President of the Borough of Richmond requested modification of the schedule of the Bureau of Street Cleaning for the first quarter. In connection therewith I report as follows:

In the work programme for the first quarter of 1914 the line Snow Removal calls for 34,400 cubic yards, at 20 cents, or $6,880, and a yearly removal of 43,000 cubic yards, at 20 cents, or $8,600. Towards this estimate there was an appropriation of $3.555.42 included in the Budget for 1914.

On February 19, 1914, the Superintendent of Street Cleaning estimated that the cost of removing the snow resulting from the storms of February 14 and 16 would cost about $12,000, allowing nothing for a possible thaw.

The Superintendent said he "was not certain that there would be a deficiency in the appropriation for 1914 by reason of this expenditure," so no special revenue bonds will be necessary.

The attached resolutions, if approved, will grant the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The President of the Borough of Richmond moved that the Comptroller's recommendation be amended to read $25,000, instead of $8,500.

Which motion was adopted.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, in accordance with the provisions of section 546 of the Greater New York Charter, hereby authorizes such additional expenditure as may be required, not to exceed twenty-five thousand ($25,000) dollars, for the removal of snow to be paid out of any unexpended balance of the appropriation for the Bureau of Street Cleaning of the office of the President of the Borough of Richmond for the year 1914.

Which was adopted by the following vote:

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

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, in accordance with the resolution preceding the cost data budget and supporting schedules for the Bureau of Highways, Bureau of Sewers and Bureau of Street Cleaning of the Office of the President of the Borough of Richmond, for the year 1914, hereby consents to the exceeding of the work programme for the first quarter, as regards the line item Snow Removal in the schedule for the Bureau of Street Cleaning.

Which was adopted by the following vote:

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

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Department of Correction—Modification of Schedules and Transfers of Appropriations (Cal. No. 40-A).

The Secretary presented a communication from the Commissioner of Correction, dated February 10, 1914, requesting the transfer of appropriations within said Department for 1913 and 1914, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 10, 1914, the Commissioner of Correction requested the transfer of $63.21 within appropriations for 1913 and $200 within appropriations for 1914. In connection therewith I report as follows:

The proposed transfers for 1913 are as follows:

FROM

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

476	City Prison, Brooklyn	$8 47
482	Penitentiary	09
	Equipment, Medical and Surgical Equipment, Prison Service.	
491	Care of Plant and Inmates	15 52
	Equipment, Motorless Vehicles and Equipment, Prison Service.	
493	Ferry, Van and Truck Service	6 88
	Equipment, Motor Vehicles and Equipment.	
494	General Administration	29 12
	Contract or Open Order Service, General Repairs.	
505	General Administration	3 13
		$63 21

TO

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

477	City Prison, Queens	$8 56
	Fixed Charges and Contributions, Transportation of and Donations to Insane Criminals, Prison Service.	
524	Care of Plant and Inmates	54 65
		$63 21

The proposed transfers for 1914 are as follows:

FROM

Contract or Open Order Service.

2674	General Plant Service	$200 00

TO

Purchase of Equipment.

2659	Office Equipment	$200 00

The transfers for 1913 are requested to adjust accounts to meet conditions existing at the close of the year.

The transfers for 1914 are requested for the purchase of a computing machine to be used at the Storehouse, Blackwells Island. This machine has been on rental since June, 1913. Through error it was not listed among the items that made up the total for office equipment in the departmental estimate for 1914.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1913 as follows:

FROM

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

476	City Prison, Brooklyn	$8 47
482	Penitentiary	09
	Equipment, Medical and Surgical Equipment, Prison Service.	
491	Care of Plant and Inmates	15 52
	Equipment, Motorless Vehicles and Equipment, Prison Service.	
493	Ferry, Van and Truck Service	6 88
	Equipment, Motor Vehicles and Equipment.	
494	General Administration	29 12
	Contract or Open Order Service, General Repairs.	
505	General Administration	3 13
		$63 21

TO

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

477	City Prison, Queens	$8 56
	Fixed Charges and Contributions, Transportation of and Donations to Insane Criminals, Prison Service.	
524	Care of Plant and Inmates	54 65
		$63 21

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules, as revised, for the Department of Correction for the year 1913, as follows:

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

476	City Prison, Brooklyn	$526 53
482	Penitentiary	159 91
	Equipment, Medical and Surgical Equipment, Prison Service.	
491	Care of Plant and Inmates	84 48
	Equipment, Motorless Vehicles and Equipment, Prison Service.	
493	Ferry, Van and Truck Service	533 12
	Equipment, Motor Vehicles and Equipment.	
494	General Administration	420 88
	Contract or Open Order Service, General Repairs.	
505	General Administration	136 87
	Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.	
477	City Prison, Queens	143 56
	Fixed Charges and Contributions, Transportation of and Donations to Insane Criminals, Prison Service.	
524	Care of Plant and Inmates	704 65

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1914, as follows:

FROM

Contract or Open Order Service.

2674	General Plant Service	$200 00

TO

Purchase of Equipment.

2659	Office Equipment	$200 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That, the Board of Estimate and Apportionment hereby approves schedules, as revised, for the Department of Correction for the year 1914, as follows:

Contract or Open Order Service.

2674	General Plant Service	$1,336 00
	Purchase of Equipment.	
2659	Office Equipment	550 00

Which was adopted by the following vote:

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

—

Department of Correction—Modification of Schedules and Transfers of Appropriation (Cal. No. 40-B).

The Secretary presented a communication from the Commissioner of Correction, dated February 16, 1914, requesting transfers of appropriations within said Department for 1913, and the following report of the Comptroller, recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 26, 1914.

To the Board of Estimate and Apportionment:

On February 16, 1914, the Commissioner of Correction requested transfer of $223.22 within appropriations for 1913. In connection therewith I report as follows:

It is proposed to transfer:

FROM

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

474	District Prisons	$16 81
475	City Prison, Manhattan	55 51
476	City Prison, Brooklyn	37 73
	Supplies, Motor Vehicle Supplies.	
484	General Administration	35 26
	Purchase and Equipment, Office Equipment.	
488	General Administration	10 96
	Purchase of Equipment, Wearing Apparel, Prison Service.	
496	Care of Plant and Inmates	8 13
	Purchase of Equipment, General Plant Equipment, Prison Industries.	
499	Reformatory	14 61
	Materials, General Plant Materials, Prison Service.	
502	Ferry, Van and Truck Service	4 20
	Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.	
509	Brooklyn	40 01
		$223 22

TO

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.

510	Blackwell's Island	$10 70
511	Hart's Island	2 75
	Contract or Open Order Service, Transportation, Carfare, Prison Service.	
514	Care of Plant and Inmates	20 00
	Contract or Open Order Service, Communication, Telephone.	
517	General Administration	189 77
		$223 22

The purpose of the request is to adjust accounts to meet conditions that existed as of December 31, 1913.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1913, as follows:

FROM

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

474	District Prisons	$16 81
475	City Prison, Manhattan	55 51
476	City Prison, Brooklyn	37 73
	Supplies, Motor Vehicle Supplies.	
484	General Administration	35 26
	Purchase and Equipment, Office Equipment.	
488	General Administration	10 96
	Purchase of Equipment, Wearing Apparel, Prison Service.	
496	Care of Plant and Inmates	8 13
	Purchase of Equipment, General Plant Equipment, Prison Industries.	
499	Reformatory	14 61
	Materials, General Plant Materials, Prison Service.	
502	Ferry, Van and Truck Service	4 20
	Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.	
509	Brooklyn	40 01
		$223 22

TO

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.

510	Blackwell's Island	$10 70
511	Hart's Island	2 75
	Contract or Open Order Service, Transportation, Carfare, Prison Service.	
514	Care of Plant and Inmates	20 00
	Contract or Open Order Service, Communication, Telephone.	
517	General Administration	189 77
		$223 22

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Alder-

men and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules as revised of the Department of Correction for the year 1913 as follows:

Supplies, Refrigerating Supplies, Prison Service, Care of Plant and Inmates.

474	District Prisons	$248 19
475	City Prison, Manhattan	359 49
476	City Prison, Brooklyn	488 80

Supplies, Motor Vehicle Supplies.

484	General Administration	239 74

Purchase of Equipment, Office Equipment.

488	General Administration	364 04

Purchase of Equipment, Wearing Apparel, Prison Service.

496	Care of Plant and Inmates	13,785 88

Purchase of Equipment, General Plant Equipment, Prison Industry.

499	Reformatory	400 39

Materials, General Plant Materials, Prison Service.

502	Ferry, Van and Truck Service	328 81

Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.

509	Brooklyn	864 99

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Including Veterinary Service, Prison Service, Ferry, Van and Truck Service, Stables.

510	Blackwells Island	65 70
511	Harts Island	114 75

Contract or Open Order Service, Transportation, Carfare, Prison Service.

514	Care of Plant and Inmates	670 00

Contract or Open Order Service, Communication, Telephone.

517	General Administration	5,489 77

Which was adopted by the following vote:

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

Police Department—Modification of Schedules and Transfers of Appropriations (Cal. No. 40-C).

The Secretary presented a communication from the Police Department, dated February 14, 1914, requesting the transfers of appropriations within said Department for year 1913, and the following report of the Comptroller recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13th, 1914, the Police Commissioner requested transfer of $4,400 within appropriations to his Department for the year 1913. In connection therewith I report as follows:

It is proposed to transfer from the following accounts:

$1,200 from No. 1135, Supplies, Forage and Veterinary Supplies, to No. 1154, Contract or Open Order Service, Carfare. For this purpose $10,000 was requested and $7,000 allowed.

$100 from No. 1136, Supplies, Fuel Supplies, and $500 from No. 1140, Supplies, Motor Vehicle Supplies, to No. 1134, Supplies, Food Supplies. This account has been extensively drawn upon, as the monthly bills for meals to witnesses committed to the House of Detention have increased from $176 in January to $509 in December, 1913.

$300 from No. 1141, Supplies, General Plant Supplies; $1,000 from No. 1147, Purchase of Equipment, General Plant Equipment; $300 from No. 1148, Materials, Building Materials, and $1,000 from No. 1152, Contract or Open Order Service, Shoeing and Boarding Horses, including Veterinary Service, to No. 1155, Contract or Open Order Service, Telephone Service, making a total of $2,600, $1,600 of which is due to the natural growth of the Department, $800 to the cost of extending service to new outside electric posts located on curb line of streets, and $200 to cost of petty local calls by Detectives at the several Precinct Bureaus.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Police Department for the year 1913, as follows:

FROM

Supplies.

1135	Forage and Veterinary Supplies	$1,200 00

Supplies.

1136	Fuel Supplies	100 00

Supplies.

1140	Motor Vehicle Supplies	500 00

Supplies.

1141	General Plant Supplies	300 00

Purchase of Equipment.

1147	General Plant Equipment	1,000 00

Materials.

1148	Building Materials	300 00

Contract or Open Order Service.

1152	Shoeing and Boarding Horses, including Veterinary Service	1,000 00
		$4,400 00

TO

Supplies.

1134	Food Supplies	$600 00

Contract or Open Order Service.

1154	Carfare	1,200 00

Contract or Open Order Service.

1155	Telephone Service	2,600 00
		$4,400 00

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of schedules, as revised, for the Police Department for the year 1913, as follows:

POLICE DEPARTMENT.

Supplies.

1134	Food Supplies	$4,300 00

Supplies.

1135	Forage and Veterinary Supplies	44,368 16

Supplies.

1136	Fuel Supplies	52,760 00

Supplies.

1140	Motor Vehicle Supplies	5,337 48

Supplies.

1141	General Plant Supplies	2,745 06

Purchase of Equipment.

1147	General Plant Equipment	19,721 71

Materials.

1148	Building Materials	12,668 65

Contract or Open Order Service.

1152	Shoeing and Boarding Horses, including Veterinary Service	93,000 00

Contract or Open Order Service.

1154	Carfare	8,200 00

Contract or Open Order Service.

1155	Telephone Service	44,700 00

Which was adopted by the following vote:

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

Public Administrator, New York County—Modification of Schedules and Transfer of Appropriation (Cal. No. 40-D).

The Secretary presented a communication from the Public Administrator, New York County, dated December 16, 1913, requesting a transfer from any unexpended balance of any appropriation for 1913, and the following report of the Comptroller, recommending a transfer from the account entitled Miscellaneous, New York County, Contingencies, and modification of schedules affected thereby.

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 27, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 16, 1913, the Public Administrator of New York County requested transfer of $150 to his 1913 accounts from any available unexpended balance. In connection therewith I report as follows:

The request is to transfer:

FROM

MISCELLANEOUS, NEW YORK COUNTY.

Contingencies.

3735	County Contingent Fund	$150 00

TO

Supplies.

3699	Office Supplies	$50 00

Purchase of Equipment.

3700	Office Equipment	40 00
3704	Contingencies	60 00
		$150 00

The Public Administrator has a deficit of $49.11 in Account No. 3699, a deficit of $38.95 in Account No. 3700, and a deficit of $55.41 in Account No. 3704. The balance in No. 3735 is sufficient to permit the transfer.

I recommend the adoption of the attached resolution granting the request to the extent of the exact deficits in the accounts affected.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1913, as follows:

FROM

MISCELLANEOUS, NEW YORK COUNTY.

Contingencies.

3735	County Contingent Fund	$143 47

TO

PUBLIC ADMINISTRATOR, NEW YORK COUNTY.

Supplies.

3699	Office Supplies	$49 11

Purchase of Equipment.

3700	Office Equipment	38 95
3704	Contingencies	55 41
		$143 47

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1913, as follows:

MISCELLANEOUS, NEW YORK COUNTY.

Contingencies.

3735	County Contingent Fund	$9,856 53

PUBLIC ADMINISTRATOR, NEW YORK COUNTY.

Supplies.

3699	Office Supplies	$202 61

Purchase of Equipment.

3700	Office Equipment	125 45
3704	Contingencies	91 91

Which was adopted by the following vote:

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

Department of Correction—Modification of Schedule (Cal. No. 41).

The Secretary presented a communication from the Department of Correction, dated February 13, 1914, requesting a modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13, 1914, the Commissioner of Correction requested modification of a salary schedule in her Department, to be effective as of January 23, 1914. In connection therewith I report as follows:

It is proposed to substitute a Keeper at $800 per annum for one at $900 who resigned. The $100 difference is to be scheduled as a balance unassigned. No other change is involved.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedule, as revised, for the Department of Correction for the year 1914, to be effective as of January 23, 1914, as follows:

DEPARTMENT OF CORRECTION.

Personal Service, Salaries, Regular Employees, Prison Service, Care of Plant and Inmates.

2630	Workhouse—	
	Warden, 2 at $2,500	$5,000 00
	Head Keeper, 3 at $1,800	5,400 00
	Physician, 2 at $1,200	2,400 00
	Apothecary	900 00
	Clerk	1,200 00
	Clerk	900 00
	Chaplain, 8 at $450	3,600 00
	Matron, 8 at $900	7,200 00
	Matron, 2 at $600	1,200 00
	Keeper, 35 at $1,200	42,000 00
	Keeper, 7 at $1,050	7,350 00
	Keeper, 5 at $900	4,500 00
	Keeper, 14 at $800	11,200 00
	Trained Nurse (male)	600 00
	Trained Nurse (female)	600 00
	Nurse	360 00
	Orderly	480 00
	Orderly, 23 at $360	8,280 00
	Orderly (female), 13 at $360	4,680 00
	Orderly (male), 11 at $240	2,640 00
	Hospital Helper, 9 at $600	5,400 00
	Hospital Helper, 11 at $480	5,280 00
	Cook, 2 at $720	1,440 00
	Laundress	450 00
	Shoemaker	900 00

Gardener	1,050 00
Mechanic's Helper	600 00
Mason	1,200 00
Teacher	900 00
Balance unassigned	2,100 00
	$129,810 00

Which was adopted by the following vote:

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

President, Borough of Queens—Modification of Schedules and Transfers of Appropriation (Cal. No. 42).

The Secretary presented a communication from the President, Borough of Queens, dated February 21, 1914, requesting the modification of certain schedules for 1914, and the following report of the Comptroller recommending approval thereof, and the transfer of appropriation:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 21, 1914, the Acting President of the Borough of Queens requested modification of three salary schedules in his office for the year 1914. In connection therewith I report as follows:

The request is in Personal Service, Salaries, Regular Employees, Administration, No. 650, Executive; Administration, No. 651, Audit and Accounts; and Care of Highways, No. 654, Substructures.

In No. 651 the line, Chief Clerk, at $2,500 is eliminated.

In No. 654 the line, Assistant Engineer at $1,800, is eliminated.

These two positions are eliminated to provide for the creation of the position of Executive Clerk at $4,000.

In No. 650 the lines, Executive Clerk at $4,000 and Balance Unassigned, $300, are added.

The line item changes in detail are as follows:

Account No.	Schedule Line.	Schedule Transfer. Increase.	Schedule Transfer. Decrease.	Cash Transfer. Increase.	Cash Transfer. Decrease.
650	Executive Clerk, at $4,000....	$4,000 00	.....	$3,666 67	.....
	Balance unassigned, $300.....	300 00	.....	275 00	.....
651	Chief Clerk, at $2,500.....	.....	$2,500 00	.....	$2,291 67
654	Assistant Engineer, at $1,800.	.....	1,800 00	.....	1,650 00
		$4,300 00	$4,300 00	$3,941 67	$3,941 67

Owing to the fact that the grade of position of Executive Clerk at $4,000 was not established until February 3, 1914, I recommend the adoption of the attached resolutions granting the request to be effective as of that date.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the office of the President of the Borough of Queens for the year 1914, as follows:

FROM

Personal Service, Salaries, Regular Employees, Administration.

651	Audits and Accounts	$2,291 67
	Care of Highways.	
654	Substructures	1,650 00
		$3,941 67

TO

Administration.

650	Executive	$3,941 67

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules, as revised, for the office of the President of the Borough of Queens, for the year 1914, to be effective as of February 3, 1914, as follows:

Personal Service, Salaries, Regular Employees, Administration.

650	Executive—	
	President of the Borough	$5,000 00
	Secretary of the Borough	4,000 00
	Secretary to the President	3,000 00
	Commissioner of Public Works	4,000 00
	Assistant Commissioner of Public Works	3,000 00
	Consulting Engineer	7,200 00
	Executive Clerk	4,000 00
	Clerk to the President	3,000 00
	Stenographer to the President	1,500 00
	Confidential Inspector	1,800 00
	Secretary to the Commissioner of Public Works	1,800 00
	Clerk, 2 at $1,800	3,600 00
	Clerk	1,500 00
	Clerk	1,200 00
	Stenographer and Typewriter (male)	1,500 00
	Inspector of Complaints	1,200 00
	Automobile Engineman	1,200 00
	Balance unassigned	300 00
	Schedule total	$48,800 00
651	Audit and Accounts—	
	Bookkeeper	$1,800 00
	Clerk and Bookkeeper	1,950 00
	Clerk	2,100 00
	Clerk	1,800 00
	Storekeeper	1,800 00
	Clerk	1,650 00
	Clerk	1,350 00
	Clerk, 2 at $1,200	2,400 00
	Clerk, 3 at $1,050	3,150 00
	Clerk	900 00
	Clerk, 3 at $600	1,800 00
	Clerk, 2 at $300	600 00
	Stenographer and Typewriter	1,200 00
	Typewriting Copyist	900 00
	Messenger	1,500 00
	Schedule total	$24,900 00
654	Substructures—	
	Assistant Engineer	$3,000 00
	Topographical Draftsman	1,800 00
	Topographical Draftsman	1,650 00
	Topographical Draftsman	1,350 00
	Transitman and Computer	1,500 00
	Rodman	1,050 00
	Clerk	540 00
	Stenographer and Typewriter	750 00
	Schedule total	$11,640 00

Which was adopted by the following vote:

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

President, Borough of Brooklyn—Modification of Schedule (Cal. No. 43).

The Secretary presented a communication from the President, Borough of Brooklyn, dated February 10, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 10, 1914, the President of the Borough of Brooklyn requested modification of a salary schedule in his office for the year 1914. In connection therewith I report as follows:

In Personal Service, Salaries, Temporary Employees, Care of Highways, Engineering and Inspection, 567S, Special and Trust Fund Force, it is proposed to divide the schedule total of $2,300, making $1,200 chargeable to corporate stock, leaving $1,100 to Special and Trust Fund Force. In 1913 the amount charged against Corporate Stock through the corresponding schedule was $1,203.75.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the office of the President of the Borough of Brooklyn for the year 1914, as follows:

PRESIDENT OF THE BOROUGH OF BROOKLYN.

Personal Service, Salaries, Temporary Employees, Care of Highways, Engineering and Inspection.

567CS	Corporate Stock and Special and Trust Fund Force—	
	Topographical Draftsman at $1,200 (16 months)	$1,600 00
	Rodman at $1,050	700 00
	Schedule Total	$2,300 00
	Corporate Stock Allowance	$1,200 00
	Special and Trust Fund Allowance	1,100 00
		$2,300 00

Which was adopted by the following vote:

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

President, Borough of Brooklyn—Modification of Schedule (Cal. No. 44).

The Secretary presented a communication from the Acting Commissioner of Public Works, Borough of Brooklyn, dated February 17, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 17, 1914, the President of the Borough of Brooklyn requested modification of a salary schedule in his office for the year 1914. In connection therewith I report as follows:

In Personal Service, Salaries, Regular Employees, No. 552 Substructures, the line "Clerk, $600," is changed to read, "Clerk, $300; balance unassigned, $300." A vacant position of Clerk at $600 is reduced to Clerk at $300 and $300 is scheduled balance unassigned.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the office of the President of the Borough of Brooklyn, for the year 1914, to be effective as of February 1, 1914.

PRESIDENT, BOROUGH OF BROOKLYN.

Personal Service, Salaries, Regular Employees.

552	Substructures—	
	Assistant Engineer	$4,500 00
	Assistant Engineer	1,800 00
	Draftsman	2,100 00
	Draftsman	1,800 00
	Draftsman, 2 at $1,650	3,300 00
	Draftsman	1,500 00
	Transitman	1,650 00
	Transitman	1,350 00
	Rodman, 2 at $1,200	2,400 00
	Rodman, 2 at $1,050	2,100 00
	Axeman	900 00
	Stenographer	1,200 00
	Clerk	300 00
	Balance unassigned	300 00
	Schedule Total	$25,200 00

Which was adopted by the following vote:

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

Bellevue and Allied Hospitals—Arrangements for Protection Against Fire at Bellevue Hospital (Cal. No. 45).

The Secretary presented a report of the Comptroller, recommending that the report by Mr. H. F. J. Porter, Consulting Engineer, containing certain recommendations tending to reduce the fire hazard in the old buildings at Bellevue Hospital be returned to the Board of Trustees, with the suggestion that this matter be taken up with the Bureau of Fire Prevention, as work of this nature does not require the services of outside architects or engineers, but should come under the jurisdiction of the Bureau of Fire Prevention.

(On February 6, 1914, the above report was referred to the Committee on Corporate Stock Budget.)

Which was ordered filed and the Secretary directed to transmit a copy of the report of the Comptroller and to return the report of the Consulting Engineer to the Board of Trustees, Bellevue and Allied Hospitals.

Purchase by the City of "Old Astor House" Property and Exchange of Same for Site of the General Post Office (Cal. No. 46).

The Secretary presented a report of the Committee on Corporate Stock Budget, recommending that the communication from the Merchants' Association, dated November 6, 1913, relative to the purchase by the City of the "Old Astor House" rectangle and an exchange of that property for the site of the general post office, in order to restore the site of City Hall Park, as originally planned, be referred to the Committee on City Plan, together with a copy of this report with the suggestion that the Committee enter into negotiations with the Federal Government for the removal of the post office from City Hall Park.

(On November 13, 1913, the above report was referred to the Committee on Corporate Stock Budget.)

Which was referred to the Committee on City Plan.

Department of Education—Establishment and Abolishment of Positions (Cal. No. 47).

The Secretary presented a report and resolution adopted by the Board of Education February 11, 1914, requesting the establishment of certain positions and the abolishment of others, in the office of the Superintendent of School Buildings, and the following report of the Committee on Salaries and Grades, recommending the abolishment of the positions, and suggesting that no action be had at the present time on the establishment of the new grades of positions requested:

(On February 20, 1914, the report and resolution of the Board of Education, in this matter, was referred to the above committee.)

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 24, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 11, 1914, the Board of Education requested establishment and the abolishment of grades of positions in the schedule for the Inspecting and Drafting force in the Bureau of Buildings. In connection therewith we report as follows:

The position of Sanitary Assistant, at $2,800 per annum, is vacant. It is proposed to abolish this grade and create a new grade at $2,400 per annum and to promote Mr. James J. Sheridan, a Sanitary Inspector, now receiving $1,884 per annum. We recommend that the $2,800 grade be abolished, the remainder of the request to be held.

Owing to lack of work the drafting and inspecitng force has been decreased, and it is proposed to abolish the positions so made vacant, so that when the force is again increased men may be employed at lower and standard rates of compensation. The positions to be abolished are as follows:

Title.	Number of Incumbents.	Rate Per Annum.
Architectural Draftsman	2	$2,355 00
Architectural Draftsman	5	1,831 67
Architectural Draftsman	1	1,570 00
Mechanical Draftsman	1	1,570 00
Structural Steel Draftsman	1	1,831 67
Inspector of Masonry and Carpentry	1	1,884 00
Inspector of New Buildings	1	1,884 00

It is proposed to establish four new positions with title of Inspector of Masonry and Carpentry, at $1,500 per annum. In view of the final report of your Committee on School Inquiry, to the effect that no data is now available upon which to determine the actual value of the work rendered by the inspecting force in the Bureau of Buildings and the recommendation that a time and cost system be installed for the purpose of testing the efficiency of and the necessity for the 111 Inspectors now employed, we recommend that this part of the request be held without action for the present.

We recommend the adoption of the attached resolution abolishing the vacant positions. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen that grades of position established in the Department of Education be abolished, as follows:

Title.	Number of Incumbents.	Rate of Compensation Per Annum.
Assistant Chief of Sanitary Division	Unlimited.	$2,800 00
Architectural Draftsman	2	2,355 00
Architectural Draftsman	5	1,831 67
Architectural Draftsman	1	1,570 00
Mechanical Draftsman	1	1,570 00
Structural Steel Draftsman	1	1,831 67
Inspector of Masonry and Carpentry	1	1,884 00
Inspector of New Buildings	1	1,884 00

Which was adopted by the following vote:

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

The Secretary was directed to transmit a copy of the report of the Committee on Salaries and Grades to the Board of Education.

Department of Public Charities—Modification of Schedules and Transfer of Appropriation (Cal. No. 48).

The Secretary presented a communication from the Commissioner of Public Charities, dated February 13, 1914, requesting the modification of schedules for 1914, and the following report of the Comptroller recommending approval thereof and the transfer of appropriation:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13, 1914 (verbally amended February 21, 1914), the Commissioner of Public Charities requested modification of two salary schedules for temporary employees for the year 1914, involving the transfer of $1,000. In connection therewith I report as follows:

It is proposed to transfer $1,000 from the allowance for Pupil Nurses in Personal Service, Salaries, Temporary Employees, Institutional Care for Dependents, Dependent Sick, 1946, Kings County Hospital, to Personal Service, Salaries, Temporary Employees, Administration, 1936, General. The purpose of the transfer is to provide funds for the temporary employment of eleven Physicians to make special medical examinations of about 2,000 lodgers at the Municipal Lodging House, as follows:

1 for supervision and report	$100 00
10 at $90 each	900 00

The Commissioner states:

"By this means I hope to be able to get a complete medical examination and record of at least 2,000 of the lodgers who apply to our Municipal Lodging House. With this complete data of the physical condition of that number of lodgers, I shall be able to report as to the best method of dealing with the large army of unemployed who nightly apply at said lodging house."

The following table shows the line item changes in detail:

Code No.	Schedule Line.	Schedule Transfer. Increase.	Schedule Transfer. Decrease.	Cash Transfer. Increase.	Cash Transfer. Decrease.
1936	Physician, special medical examination of lodgers at Municipal Lodging House	$1,000 00	.....	$1,000 00	.....
1946	Pupil Nurse, at $120 (90 months)	.....	$800 00	.....	$800 00
	Pupil Nurse, at $144 (45 1-12 months)	.....	200 00	.....	200 00
		$1,000 00	$1,000 00	$1,000 00	$1,000 00

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Public Charities for the year 1914, as follows:

FROM

Personal Service, Salaries, Temporary Employees, Institutional Care for Dependents, Dependent Sick.

1946 Kings County Hospital $1,000 00

TO

Personal Service, Salaries, Temporary Employees, Administration.

1936 General $1,000 00

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised, for the Department of Public Charities for the year 1914, as follows:

Personal Service, Salaries, Temporary Employees, Administration.

1936	General—	
	Lecturers	$1,640 00
	Fire Drill Expert	975 00
	Telephone Operator	90 00
	Stenographer and Typewriter	170 00
	Honorariums	400 00
	Hospital Helpers	8,060 00
	Physicians, Special Medical Examination of Lodgers at Municipal Lodging House	1,000 00
		$12,335 00

Personal Service, Salaries, Temporary Employees, Institutional Care for Dependents, Dependent Sick.

1946	Kings County Hospital—	
	Trained Nurse, at $600 (45 months)	$2,250 00
	Pupil Nurse, at $120 (10 months)	100 00
	Pupil Nurse, at $144 (28 5-12 months)	341 00
	Hospital Helpers	100,320 00
		$103,011 00

Which was adopted by the following vote:

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

Amendments to Charter, in Relation to Payment to Contractors by the Comptroller, Etc., and to the Application of Supluses in Local Improvement Funds, Etc. (Cal. No. 49).

The Secretary presented: Reports (2) of the Comptroller, explaining the effect and purport of two bills which have been introduced in the State Legislature entitled as follows:

"An Act to amend the Greater New York Charter, in relation to payment to contractors by comptroller, and collections of certain assessments to be paid into the street improvement fund."

"An Act to amend the Greater New York Charter, in relation to the application of surpluses in local improvement funds and the payment of assessments imposed upon The City of New York."

Which were laid over one week (March 13, 1914).

Amendment to Charter in Relation to Notes to be Issued in Anticipation of Tax Levies (Cal. No. 50).

The Secretary presented a communication from the Examiner in Charge, Division of Expert Accounting, Department of Finance, dated March 3, 1914, transmitting the following bill introduced in the Legislature, entitled "An Act to Amend the Greater New York Charter (section 189) in Relation to Notes to be Issued in Anticipation of Tax Levies," and requesting that the Board give its approval to such measure:

AN ACT to Amend the Greater New York Charter, in Relation to Notes to be Issued in Anticipation of Tax Levies.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 189 of the Greater New York Charter as enacted by chapter 224 of the Laws of nineteen hundred and eleven, is hereby amended to read as follows:

Notes to be Issued in Anticipation of the Sale of Corporate Stock; Notes to be Issued in Anticipation of Tax Levies.

Section 189. The Comptroller is authorized to issue, whenever he may deem it for the best interests of the City so to do, bills or notes (hereinafter described as "notes"), *to be known as corporate stock notes,* maturing within a period not to exceed one year, in anticipation of the sale of corporate stock duly authorized at the time such notes are issued. The proceeds of the sale of such notes shall be used only for the purposes for which may be used the proceeds of the sale of corporate stock in anticipation of the sale whereof the notes were issued. All of such notes and any renewals thereof shall be payable at a fixed time, and no renewal of any such note shall be issued after the sale of corporate stock in anticipation of which the original note was issued. In the event that a sale of such corporate stock shall not have occurred prior to the maturity of the notes so issued in anticipation of such sale the Comptroller shall, in order to meet the notes then maturing, issue renewal notes for such purpose. Every such note and renewal note shall be payable from the proceeds of the next succeeding sale of corporate stock, *excepting as hereinafter provided.* The total amount of such notes or renewals thereof issued and outstanding shall at no time exceed one-half of the total amount of corporate stock authorized to be issued, and if no sale of corporate stock shall have been held within six months preceding the issue of such notes then the total amount of such notes or renewals thereof, issued and outstanding, shall at no time exceed one-half the total amount of corporate stock authorized to be issued on the date which shall be six months after such last preceding sale. *Whenever an expenditure for public improvements, the cost whereof payable by the City under the provisions of this act may be defrayed from the proceeds of the sale of corporate stock, shall have been or may be hereafter authorized, the Board of Estimate and Apportionment may, at any time prior to the sale of corporate stock for such purposes and after affording taxpayers an opportunity to be heard, authorize and direct that the cost of said public improvements or such part thereof as is payable by the City, shall be included in the tax levy of the next ensuing year or shall be included in the tax levies of the next ensuing years in annual installments of such amounts thereof and for such period of years as may be determined by such Board; and thereupon the amount thereof so authorized and directed by said Board to be paid in any year, shall be included in the annual budget of such year, and the proceeds of the sale of the obligations hereinafter provided for, sold to defray the cost of such public improvements shall be applied to the payment of such cost or, in the discretion of said Board in lieu of payment thereof as hereinbefore provided, to the redemption of corporate stock notes heretofore or hereafter issued pursuant to the provisions of this section and sold in anticipation of the sale of such corporate stock. The Comptroller is authorized to issue, in anticipation of the collection of the taxes of the year from which the said Board shall direct the payments to be made, as hereinbefore authorized, to pay the cost of public improvements, obligations of The City of New York to be known as "tax notes" or by such other name or names as he may designate, provided, however, that the maturities of said obligations or any renewal thereof shall in no event be later than the year in anticipation of the tax levy whereof said obligations were issued.*

Section 2. This act shall take effect immediately.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the bill entitled "An Act to Amend the Greater New York Charter (section 189) in Relation to Notes to be Issued in Anticipation of Tax Levies," caused to be introduced by the Comptroller at the present session of the Legislature.

Which was adopted by the following vote:

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

Amendment to Charter in Relation to the Powers of the Board of Estimate and Apportionment (Cal. No. 51).

The Secretary presented the following proposed amendment to the Charter, submitted by the Comptroller:

AN ACT to Amend the Greater New York Charter in Relation to the Powers of the Board of Estimate and Apportionment.

Section 1. Chapter 378, Laws of 1897, as amended, known as the Greater New York Charter, is hereby amended by adding thereto a new section to be known as section 226a.

Section 226a. The Board of Estimate and Apportionment at its discretion, and by a majority vote thereof, may cause to be made on its own behalf or may direct any other department, commission, bureau or office receiving money from The City of New York to make any examination or report or both pertaining to any feature of existing or proposed municipal or commission administration work, supplies or property paid for or proposed to be paid for out of the treasury of The City of New York.

The Board of Estimate and Apportionment shall have the right to subpoena witnesses and all departmental or commission papers, documents or records which it requires for its use in said examinations. It shall have the right to employ all necessary experts, engineers, examiners, clerks and other employees with compensations to be paid out of the City Treasury under the laws and regulations prevailing for other city employees.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the bill entitled "An Act to Amend the Greater New York Charter in Relation to the Powers of the Board of Estimate and Apportionment" by adding thereto a new section (226A) giving authority to the Board of Estimate and Apportionment to cause examinations and reports to be made relative to any feature of municipal or commission administration work, etc., caused to be introduced by the Comptroller at the present session of the Legislature.

Which was adopted by the following vote:

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

Department of Bridges—Retirement of Gustave A. Boettger, Wireman (Cal. No. 52).

The Secretary presented: Communication from the Commissioner of Bridges, dated March 2, 1914, transmitting application of Gustave A. Boettger, a Wireman in the Department of Bridges, for retirement, pursuant to chapter 669 of the Laws of 1911, as amended, and recommending that the Board take favorable action on same.

Which was referred to the Committee on Salaries and Grades.

Sheriff, Queens County; President, Borough of The Bronx—Issue of Special Revenue Bonds (Cal. No. 53).

The Secretary presented: Resolutions (2) of the Board of Aldermen, adopted February 17, 1914, requesting issues of special revenue bonds (subdivision 8, section 188 of the Charter), as follows:

A—$3,400, the proceeds to be used by the Surrogate of Queens County for the purpose of providing means for moving office furniture and records to temporary quarters and for the compensation of two Watchmen and two Custodians to care for same.

B—$14,295 for the salaries and wages of certain employees in the Bureau of Public Buildings and Offices under the jurisdiction of the President, Borough of The Bronx, to care for the County Court House and Court of Special Sessions.

Which were referred to the Comptroller.

Register, Bronx County—Additional Appropriation (Cal. No. 54).

The Secretary presented a communication from the Register of Bronx County, dated March 2, 1914, requesting an appropriation of $1,500 for the salary of a Clerk to take charge of the Land Title Registration Department, also requesting that an appropriation of $1,200 per annum be made for a Bookbinder and for the equipment of a bindery at an expense, estimated at $956.50.

Which was referred to the Comptroller.

Department of Docks and Ferries—Condemnation Proceedings for the Acquisition of Property Between Rector Street and Carlisle Street, North River, Borough of Manhattan (Cal. No. 55).

The Secretary presented the following communication from the Commissioner of Docks, dated March 4, 1914, recommending the institution of condemnation proceedings for the acquisition of wharf properties lying between the foot of Rector street and the foot of Carlisle streets, North River, Borough of Manhattan, together with certain bulkhead and marginal street area adjacent thereto:

The City of New York, Department of Docks and Ferries, Office of the Commissioner, Pier A, North River, March 4, 1914.

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

Sir—In order to carry out the terms of the lease with the Lehigh Valley Railroad Company, of Piers (new) 8 and 9, North River, Manhattan, together with certain bulkhead and marginal street area adjacent thereto, I beg to recommend that the Board of Estimate and Apportionment authorize the institution of condemnation proceedings for the acquisition of private property as more particularly described as Parcels "A," "B," "C," "D," "E," "F," "G," "H," and "I," in the accompanying memorandum entitled "Technical Description of Wharf Properties to be Acquired by The City of New York Lying Between a Point About 20 Feet South of the Foot of Rector Street and a point About 41 Feet Northerly of the Foot of Carlisle Street, North River, Borough of Manhattan."

The assessed valuation of the property as given by the Department of Taxes and Assessments under date of January 8, 1914, is as follows:

Parcel "A"	$49,632 00
Parcel "B"	111,036 00
Parcel "C"	103,332 00
Parcel "D"	71,808 00
Parcel "E"	23,784 00
Parcel "F"	374,564 00
Parcel "G"	147,415 00
Parcel "H"	252,629 00
Parcel "I"	367,893 00
	$1,502,093 00

Yours respectfully, R. A. C. SMITH, Commissioner of Docks.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby fixes Friday April 3, 1914, at 10.30 o'clock in the forenoon, as the time, and Room 16, City Hall, Borough of Manhattan, as the place, for a public hearing relative to the recommendation of the Commissioner of Docks of The City of New York that the Board of Estimate and Apportionment authorize the institution of condemnation proceedings for the acquisition of wharf properties lying between a point about 20 feet south of the foot of Rector street and a point about 41 feet northerly of the foot of Carlisle street, North River, Borough of Manhattan, bounded and described as follows:

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

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

Parcel "A."

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

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

Parcel "B."

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

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

Parcel "C."

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

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

Parcel "D."

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

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

Parcel "E."

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

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

Parcel "F."

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

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

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

Parcel "G."

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

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

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

Parcel "H."

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

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

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

Parcel "I."

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

Beginning at a point in the bulkhead in the vicinity of the westerly line of West street where the northerly side of Pier, Old, No. 8 would intersect the same, said point being further described as being located a distance of nine and forty-eight one-hundredths (9.48) feet southerly along said bulkhead in the vicinity of the westerly line of West street from its intersection with a line drawn at right angles to the easterly line of West street at the intersection of the easterly line of West street with the northerly line of Rector street, and running thence southerly and along the inner or easterly end of said pier and along said bulkhead in the rear of same a distance of thirty-three and ninety-five one-hundredths (33.95) feet to its intersection with the southerly side of said pier; thence westerly outshore and along the southerly side of said pier, a distance of six hundred and twenty-three and six-tenths (623.6) feet to its intersection with the outer or westerly end of said pier; thence northerly and along the outer or westerly end of said pier a distance of forty-three and sixty-one one-hundredths (43.61) feet to its intersection with the northerly side of said pier; thence easterly inshore and along the northerly side of said pier a distance of six hundred and twenty-four and nine-tenths (624.9) feet to the point or place of beginning.

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

Which was adopted by the following vote:

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

Department of Bridges—Approval of Contract, Specifications, Etc. (Cal. No. 56).

The Secretary presented communication from the Commissioner of Bridges, dated March 2, 1914, submitting for approval revised contract, plans and specifications for furnishing and erecting window guard rails in the Municipal Building, at an estimated cost of $1,300.

These plans are submitted in accordance with the recommendation contained in the report of the Comptroller relative to the above contract presented to the Board on January 23, 1914, and referred to the Commissioner of Bridges.

Which was referred to the Comptroller.

Department of Docks and Ferries—Improvement and Development of Jamaica Bay (Cal. No. 57).

The Secretary presented a communication from the South Ozone Park Association, Inc., 24th Ward, Borough of Queens, dated March 2, 1914, urging the improvement and development of Jamaica Bay.

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

Proposed Amendment to Section 34 of the Charter, in Relation to Licenses of Auctioneers (Cal. No. 58).

The Secretary presented a communication from Assistant Corporation Counsel Edward J. McGoldrick, dated March 3, 1914, advising the Secretary of the Board of the introduction in the Legislature of an Act to amend section 34 of the Charter in relation to licenses to auctioneers, in accordance with resolution adopted by the Board of Estimate and Apportionment on February 27, 1914.

Which was ordered filed.

President, Borough of Manhattan—Establishment of Positions (Cal. No. 59).

The Secretary presented a communication from the President of the Borough of Manhattan, dated March 4, 1914, requesting the establishment in his office of the following grades of positions: Stenographer to the President at $1,200 per annum, for one incumbent, and Typewriter Accountant at $1,200 per annum, for one incumbent.

Which was referred to the Committee on Salaries and Grades.

Department of Bridges—Modification of Schedules and Transfers of Appropriations (Cal. No. 60-A).

The Secretary presented a communication from the Department of Bridges, dated February 13, 1914, requesting a transfer within the appropriations to said Department for 1913, and the following report of the Comptroller, recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 26, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13th, 1914, the Commissioner of Bridges requested transfer of funds within appropriations to his department for the year 1913. In connection therewith I report as follows:

It is proposed to transfer $9.27 from Contract or Open Order Service, Communication, Telephone Service, No. 214, Administration; $9.55 from Contract or Open Order Service, Communication, Telephone Service, No. 215, Engineering Supervision; $40.58 from Contract or Open Order Service, Communication, Telephone Service, Care of Bridges, No. 218, Brooklyn Bridge; $1.02 from Contract or Open Order Service, Communication, Telephone Service, Care of Bridges, No. 219, Williamsburg Bridge, and 35 cents from Contract or Open Order Service, Carfare, Care of Bridges, No. 208, All Bridges, to Contract or Open Order Service, Communication, Telephone Service, No. 216, Construction, $27.37; Contract or Open Order Service, Communication, Telephone Service, No. 217, Operation, $33.05, and Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Service, Care of Bridges, No. 206, Brooklyn Bridge, 35 cents.

In accounts Nos. 216 and 217 the unexpended balances are not sufficient to meet outstanding telephone bills of $85.98 and $116.04, respectively. The proposed transfers are to meet these deficits. The transfer of 35 cents to account No. 206 is to adjust that account. There are sufficient balances in the other accounts to permit of the transfers.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Bridges, for the year 1913, as follows:

FROM

Contract or Open Order Service, Carfare, Care of Bridges.

208	All Bridges	$0 35
	Contract or Open Order Service, Communication, Telephone Service.	
214	Administration	9 27
	Contract or Open Order Service, Communication, Telephone Service.	
215	Engineering Supervision	9 55
	Contract or Open Order Service, Communication, Telephone Service, Care of Bridges.	
218	Brooklyn Bridge	40 58
	Contract or Open Order Service, Communication, Telephone Service, Care of Bridges.	
219	Williamsburg Bridge	1 02
		$60 77

TO

Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Services, Care of Bridges.

206	Brooklyn Bridge	$0 35
	Contract or Open Order Service, Communication, Telephone Service.	
216	Construction	27 37
	Contract or Open Order Service, Communication, Telephone Service.	
217	Operation	33 05
		$60 77

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Bridges for the year 1913, as follows:

Contract or Open Order Service, Shoeing and Boarding Horses, Including Veterinary Services, Care of Bridges.

206	Brooklyn Bridge	$320 35
	Contract or Open Order Service, Carfare, Care of Bridges.	
208	All Bridges	1,549 65
	Contract or Open Order Service, Communication, Telephone Service.	
214	Administration	1,090 73
	Contract or Open Order Service, Communication, Telephone Service.	
215	Engineering Supervision	90 45
	Contract or Open Order Service, Communication, Telephone Service.	
216	Construction	457 37
	Contract or Open Order Service, Communication, Telephone Service.	
217	Operation	1,024 25
	Contract or Open Order Service, Communication, Telephone Service, Care of Bridges.	
218	Brooklyn Bridge	739 42
	Contract or Open Order Service, Communication, Telephone Service, Care of Bridges.	
219	Williamsburg Bridge	408 98

Which was adopted by the following vote:

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

College of The City of New York—Modification of Schedules and Transfer of Appropriation (Cal No. 60-B).

The Secretary presented a communication from the Board of Trustees, College of The City of New York, dated February 18, 1914, requesting transfer within the appropriations to said college for 1913, and the following report of the Comptroller, recommending approval thereof, and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 18, 1914, the Board of Trustees of the College of The City of New York requested transfer of $50, within appropriation for the year 1913. In connection therewith I report as follows:

It is proposed to transfer from Supplies, No. 3352, Fuel Supplies, to Contract or Open Order Service, No. 3370, General Plant Service. Mr. R. V. Davis, Curator of the college, states that the outstanding liabilities against account No. 3370 are about $75, of which $50 is for towel service. The books of the Department of Finance, as of date, show a balance of $26.81 on this account. There is a sufficient unencumbered balance in account No. 3352 to permit of the transfer.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the College of The City of New York for the year 1913, as follows:

FROM

Supplies.

3352	Fuel Supplies	$50 00

TO

Contract or Open Order Service.

3370	General Plant Service	$50 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the College of The City of New York for the year 1913, as follows:

Supplies.

3352	Fuel Supplies	$27,720 00

Contract or Open Order Service.

3370	General Plant Service	275 00

Which was adopted by the following vote:

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

Department of Education—Modification of Schedules and Transfer of Appropriation (Cal. No. 60-C).

The Secretary presented a resolution adopted by the Board of Education February 11, 1914, requesting a transfer within the appropriations for said Department for 1913, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 11, 1914, the Board of Education requested transfer of $1,000 within appropriation for the Special School Fund for the year 1913. In connection therewith I report as follows:

It is proposed to transfer from Purchase of Equipment of Kindergartens, Kitchens and Workshops, No. 3503, Borough of The Bronx, to Contingencies, No. 3577, Board of Education. In account No. 3577 there is an unexpended balance, as of date, of $15.85. Against this account there are outstanding liabilities for carfare and meals of employees, also sundry service bills of $854.74, with additions, in the near future, to this amount. There is more than a sufficient unencumbered balance in account No. 3503 to permit of the transfer.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Education for the year 1913, as follows:

FROM

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3503	Borough of The Bronx	$1,000 00

TO

Contingencies.

3577	Board of Education	$1,000 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Education for the year 1913, as follows:

Purchase of Equipment, Equipment of Kindergartens, Kitchens and Workshops.

3503	Borough of The Bronx	$7,780 00

Contingencies.

3577	Board of Education	$14,022 00

Which was adopted by the following vote:

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

Department of Street Cleaning—Modification of Schedules and Transfers of Appropriations (Cal. No. 60-D).

The Secretary presented a communication from the Department of Street Cleaning dated February 4, 1914, requesting the modification of schedules and transfers within the appropriations to said Department for 1913, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 4, 1914, the Commissioner of Street Cleaning requested transfer of $26,657.33 within the appropriations made to his Department for the year 1913. In connection therewith I report as follows:

It is proposed to debit seventy-two accounts for sums varying from five to three thousand dollars, each sum representing the whole or a portion of an unencumbered balance. Owing to errors in account these sums aggregate only $26,290.42.

The accounts to be credited are as follows:

Final Disposition—1344, Manhattan		$16,194 74
Final Disposition—1346, The Bronx		2,150 94

These sums will provide, in part, for deficiencies due to unusual expenditures for the privilege of dumping ashes, hire of scows, towing and unloading, due principally to the destruction by fire of a number of the Department dumps.

"Final Disposition—Manhattan."

1314	Repairing Scows	$3,555 83

This sum was expended to make necessary repairs to keep the scows of the department in a seaworthy condition.

"General Repairs—Maintenance of Buildings and Repairs."

1305	Manhattan	$1,781 04
1306	Brooklyn	52 44
1307	The Bronx	405 90

Owing to department scows going aground it was necessary to dredge at several of the dumps on the East and Harlem Rivers; the above expenditures were for this purpose and also to meet other small deficiencies.

"Materials—General Plant Materials, Maintenance of Buildings and Equipment."

1300	Manhattan	$671 68
1301	Brooklyn	305 88

These deficits are due to expenditures having been made out of "Materials" accounts for items allowed under "Equipment."

"General Repairs—General Administration."

1304 Executive $210 75

For cartage of office furniture to Municipal Building and bell wiring in new office.

"General Plant Equipment, Sweeping and Cleaning."

1291 Manhattan $774 98

Deliveries upon orders for brooms exceeded the amount of the orders to the extent of the above amount.

"Fuel Supply—Maintenance of Buildings and Equipment."

1239 Manhattan $80 85
1241 The Bronx 1 30

"Office Supplies, General Administration."

1251 Executive 80 00

"Motor Vehicle Supplies—Borough Administration."

1259 The Bronx 18 64

"General Plant Supplies—Borough Administration."

1264 The Bronx 3 85

"Car Fares, Borough Administration."

1336 Brooklyn 1 60

These amounts will provide for necessary expenses in excess of the appropriations mentioned.

These expenditures were incurred in technical violation of section 1542 of the Charter. The request for transfer should have preceded the issuance of the orders. Except for the small items, most of the expenditures were of an emergent character.

I therefore recommend the adoption of the attached resolutions granting the request, except as to the reduced amount, and modifying the schedules involved.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1913, as follows:

DEPARTMENT OF STREET CLEANING.

FROM

Supplies, Forage and Veterinary Supplies, Carting and Stables.

1236 Manhattan $814 29
1237 Brooklyn 349 85
1238 The Bronx 83 28

Supplies, Fuel Supplies, Maintenance of Buildings and Equipment.

1240 Brooklyn 513 50

Supplies, Fuel Supplies, Sweeping and Cleaning.

1242 Manhattan 339 08
1243 Brooklyn 28 32
1244 The Bronx 43 25

Carting and Stables.

1245 Manhattan 190 88
1246 Brooklyn 219 05
1247 The Bronx 13 70

Final Disposition.

1248 Manhattan 297 89
1249 Brooklyn 409 25
1250 The Bronx 64 95

Supplies, Medical and Surgical Supplies, Carting and Stables.

1253 Brooklyn 5 00

Supplies, Motor Vehicles Supplies, General Administration.

1255 Executive 18 82
1256 Purchase and Storage of Supplies 28 91

Borough Administration.

1257 Manhattan 65 44
1258 Brooklyn 86 87

Supplies, Motor Vehicle Supplies, Carting and Stables.

1260 Brooklyn 448 58

General Plant Supplies, General Administration.

1261 Executive 75 45

Borough Administration.

1262 Manhattan 26 21
1263 Brooklyn 4 32

Supplies, General Plant Supplies, Maintenance of Buildings and Equipment.

1265 Manhattan 474 39
1266 Brooklyn 159 00
1267 The Bronx 225 26

Purchase of Equipment, Office Equipment, Maintenance of Buildings and Equipment.

1271 Brooklyn 10 00

Purchase of Equipment, Motorless Vehicles and Equipment, Carting and Stables.

1277 Manhattan 1,087 76
1278 Brooklyn 3,063 56

Purchase of Equipment, Motor Vehicles and Equipment, General Administration.

1280 Executive 470 79
1281 Purchase and Storage of Supplies 10 00

Borough Administration.

1282 Manhattan 238 04
1283 Brooklyn 115 19
1284 The Bronx 144 95

Carting and Stables, Brooklyn.

1285 General 1,636 90
1286 Purchase of three automobile dump trucks at $5,000 ..... 2,750 00

Purchase of Equipment, General Plant Equipment, Maintenance of Buildings and Equipment.

1288 Manhattan 543 04
1289 Brooklyn 132 80
1290 The Bronx 148 50

Purchase of Equipment, General Plant Equipment, Sweeping and Cleaning.

1292 Brooklyn 2,993 75

Purchase of Equipment, General Plant Equipment, Carting and Stables.

1294 Manhattan 388 07
1295 Brooklyn 186 54
1296 The Bronx 370 50

Materials, Building Materials, Maintenance of Buildings and Equipment.

1297 Manhattan 687 27
1298 Brooklyn 57 11
1299 The Bronx 181 21

Materials, General Plant Materials, Maintenance of Buildings and Equipment.

1302 The Bronx 111 34

Final Disposition.

1303 Manhattan 294 60

Contract or Open Order Service, General Repairs, Sweeping and Cleaning.

1308 Manhattan 1,100 00

Contract or Open Order Service, General Repairs, Carting and Stables.

1311 Manhattan 200 70
1312 Brooklyn 234 50
1313 The Bronx 74 80

Contract or Open Order Service, Light, Heat and Power, Maintenance of Buildings and Equipment.

1315 Manhattan 1 63
1317 The Bronx 8 42

Contract or Open Order Service, Transportation, Storage of Motor Vehicles, General Administration.

1323 Executive 12 58

Borough Administration.

1324 Manhattan 31 10
1325 Brooklyn 48 58

Contract or Open Order Service, Transportation, Shoeing and Boarding of Horses, Borough Administration, Brooklyn.

1329 Pasturing horses 985 50

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Carting and Stables.

1331 Manhattan 244 52
1332 Brooklyn 113 79
1333 The Bronx 257 94

Contract or Open Order Service, Carfare, General Administration.

1334 Executive 115 45

Borough Administration.

1335 Manhattan 59 74
1337 The Bronx 68 40

Contract or Open Order Service, Communication, Telephone Service, General Administration.

1338 Executive 884 36

Borough Administration.

1339 Manhattan 420 40
1340 Brooklyn 71 55
1341 The Bronx 37 72

Contract or Open Order Service, General Plant Service.

1343 Cleaning Streets by Automatic Cleaning Machines 52083 great at 48c. per great square 499 31

Contract or Open Order Service, General Plant Service, Final Disposition.

1345 Brooklyn 23 47

Contingencies, General Administration.

1350 Executive 106 50

Borough Administration.

1352 Brooklyn 55 00
1353 The Bronx 27 00

$26,290 42

TO

Supplies, Fuel Supplies, Maintenance of Buildings and Equipment.

1239 Manhattan $80 85
1241 The Bronx 1 30

Supplies, Office Supplies, General Administration.

1251 Executive 80 00

Supplies, Motor Vehicle Supplies, Borough Administration.

1259 The Bronx 18 64

Supplies, General Plant Supplies, Borough Administration.

1264 The Bronx 3 85

Purchase of Equipment, General Plant Equipment, Sweeping and Cleaning.

1291 Manhattan 774 98

Materials, General Plant Materials, Maintenance of Buildings and Equipment.

1300 Manhattan 671 68
1301 Brooklyn 305 88

Contract or Open Order Service, General Repairs, General Administration.

1304 Executive 210 75

Contract or Open Order Service, General Repairs, Maintenance of Buildings and Repairs.

1305 Manhattan 1,781 04
1306 Brooklyn 52 44
1307 The Bronx 405 90

Contract or Open Order Service, Final Disposition, Manhattan.

1314 Repairing Scows 3,555 83

Contract or Open Order Service, Carfare, Borough Administration.

1336 Brooklyn 1 60

Contract or Open Order Service, General Plant Service, Final Disposition.

1344 Manhattan 16,194 74
1346 The Bronx 2,150 94

$26,290 42

Which was adopted by the following vote:

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

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Street Cleaning for the year 1913, as follows:

DEPARTMENT OF STREET CLEANING.

Supplies, Forage and Veterinary Supplies, Carting and Stables.

1236 Manhattan $267,142 80
1237 Brooklyn 211,859 67
1238 The Bronx 50,913 94

Fuel Supplies, Maintenance of Buildings and Equipment.

1239 Manhattan 928 35
1240 Brooklyn 1,387 00
1241 The Bronx 46 80

Sweeping and Cleaning.

1242 Manhattan 1,445 92
1243 Brooklyn 1,199 88
1244 The Bronx 166 75

Carting and Stables.

1245 Manhattan 1,930 87
1246 Brooklyn 1,049 70
1247 The Bronx 511 30

Final Disposition.

1248 Manhattan 542 11
1249 Brooklyn 207 00
1250 The Bronx 75 05

Office Supplies, General Administration.

1251 Executive 2,057 40

Supplies, Medical and Surgical Supplies, Carting and Stables.

1253 Brooklyn 168 00

Supplies, Motor Vehicle Supplies, General Administration.

1255 Executive 663 60
1256 Purchase and Storage of Supplies 11 09

Borough Administration.

1257 Manhattan 517 65
1258 Brooklyn 317 28
1259 The Bronx 399 75

Carting and Stables.

1260 Brooklyn 201 42

General Plant Supplies, General Administration.

1261 Executive 116 61

Borough Administration.

1262 Manhattan 403 69
1263 Brooklyn 135 91
1264 The Bronx 127 02

Maintenance of Buildings and Equipment.

1265 Manhattan 3,230 06
1266 Brooklyn 1,568 59
1267 The Bronx 874 35

Purchase of Equipment, Office Equipment, Maintenance of Buildings and Equipment.

1271	Brooklyn	5 75

Purchase of Equipment, Motorless Vehicles and Equipment, Carting and Stables.

1277	Manhattan	2,037 24
1278	Brooklyn	4,520 20

Purchase of Equipment, Motor Vehicles and Equipment, General Administration.

1280	Executive	2,142 35
1281	Purchase and Storage of Supplies	1 00

Borough Administration.

1282	Manhattan	2,696 82
1283	Brooklyn	2,538 97
1284	The Bronx	2,568 55

Carting and Stables, Brooklyn.

1285	General	113 10
1286	Purchase of Three Automobile Dump Trucks at $5,000	12,250 00

Purchase of Equipment, General Plant Equipment, Maintenance of Buildings and Equipment.

1288	Manhattan	11,989 05
1289	Brooklyn	1,818 15
1290	The Bronx	1,177 16

Sweeping and Cleaning.

1291	Manhattan	47,892 34
1292	Brooklyn	30,016 95

Purchase of Equipment, General Plant Equipment, Carting and Stables.

1294	Manhattan	15,109 71
1295	Brooklyn	9,686 71
1296	The Bronx	2,724 88

Materials, Building Materials, Maintenance of Buildings and Equipment.

1297	Manhattan	13,659 06
1298	Brooklyn	3,870 50
1299	The Bronx	1,912 38

General Plant Materials, Maintenance of Buildings and Equipment.

1300	Manhattan	33,511 83
1301	Brooklyn	16,707 34
1302	The Bronx	4,873 59

Final Disposition.

1303	Manhattan	66 92

Contract or Open Order Service, General Repairs, General Administration

1304	Executive	580 75

Maintenance of Buildings and Repairs.

1305	Manhattan	23,702 29
1306	Brooklyn	881 18
1307	The Bronx	555 88

Sweeping and Cleaning.

1308	Manhattan	13,200 00

Contract or Open Order Service, General Repairs, Carting and Stables.

1311	Manhattan	1,412 75
1312	Brooklyn	954 65
1313	The Bronx	229 20

Final Disposition, Manhattan.

1314	Repairing Scows	4,561 58

Light, Heat and Power, Maintenance of Buildings and Equipment.

1315	Manhattan	4,415 71

Contract or Open Order Service, Light, Heat and Power, Maintenance of Buildings and Equipment.

1317	The Bronx	1,047 63

Contract or Open Order Service, Transportation, Storage of Motor Vehicles, General Administration.

1323	Executive	469 06

Borough Administration.

1324	Manhattan	479 79
1325	Brooklyn	307 17

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Borough Administration, Brooklyn.

1329	Pasturing Horses	.....

Contract or Open Order Service, Transportation, Shoeing and Boarding Horses, Carting and Stables.

1331	Manhattan	30,982 71
1332	Brooklyn	21,239 22
1333	The Bronx	5,409 20

Carfare, General Administration.

1334	Executive	199 43

Borough Administration.

1335	Manhattan	1,024 12
1336	Brooklyn	714 00
1337	The Bronx	385 80

Communication, Telephone Service, General Administration.

1338	Executive	2,591 64

Borough Administration.

1339	Manhattan	5,264 60
1340	Brooklyn	2,728 45
1341	The Bronx	1,022 28

General Plant Service, Sweeping and Cleaning.

1343	Cleaning Streets by automatic cleaning machine, 10,418 great squares, at 48 cents per great square	5,000 69

Final Disposition.

1344	Manhattan	396,340 83
1345	Brooklyn	679,934 53
1346	The Bronx	21,477 73

Contingencies, General Administration.

1350	Executive	1,605 75

Contingencies, Borough Administration.

1352	Brooklyn	915 00
1353	The Bronx	258 00

Which was adopted by the following vote:

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

District Attorney, Richmond County—Issue of Special Revenue Bonds (Cal No. 61).

The Secretary presented a communication from the District Attorney of Richmond County dated December 8, 1913, requesting, pursuant to the provisions of section 1542 of the Charter, an issue of $1,000 special revenue bonds for the necessary expenses in connection with the prosecution of a criminal action, and the following report of the Comptroller recommending approval thereof:

(On December 11, 1913, the communication from the District Attorney, Richmond County, in this matter was referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, February 28, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 8, 1913, the District Attorney of Richmond County requested $1,000 in special revenue bonds, pursuant to the provisions of section 1542 of the Greater New York Charter, to meet the expenses in the case of the extradition of one Tasue, alias Gossuc. In connection therewith I report as follows:

Section 1542 provides, in part, as follows:

"* * * It shall be lawful, however, for the board of estimate and apportionment in its discretion, and upon the certificate of the district attorney of any such county, that the public interests demand for the proper conduct of a criminal action of exceptional difficulty, that an additional appropriation be made for that purpose, to make such appropriation and to authorize the comptroller to issue special revenue bonds to provide the necessary means therefor."

The District Attorney states that one Tasue, alias Gossuc, was indicted in Richmond County for manslaughter in the first degree, and was arrested in Vancouver, British Columbia, together with a material witness in the case. By reason of the fact that the extradition of Tasue from Vancouver was an international matter, the District Attorney had to bring proceedings in Albany in order to obtain the necessary papers from the Governor and also in Washington, D. C., to have the same properly authenticated by the Secretary of State. Two detectives were sent to British Columbia to bring Tasue and the witness back, and they are now lodged in the Richmond County jail. The expenses of the extradition were as follows: Expenses of Detectives, prisoner and witness, $803.30; Stenographer and extradition fees, $103.30; telegrams, $5.50; auto transportation, $17; incidental bills, $70.90. The District Attorney has certified that the prosecution of the case was one of exceptional difficulty. There are no funds within the 1913 appropriation to the office available to meet the expense.

I recommend the adoption of the attached resolutions granting the request and revising the appropriate schedule to permit the audit of the claims against the fund.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That pursuant to the provisions of section 1542 of the Greater New York Charter, the Board of Estimate and Apportionment hereby approves of an issue of special revenue bonds to an amount not exceeding one thousand dollars ($1,000) to provide for the necessary expenses, in the office of the District Attorney of the County of Richmond, in connection with the proper prosecution of criminal proceedings against one Francesco Tasue or Tosue, alias Gossuc, indicted for manslaughter in the first degree, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized pursuant to the provisions of section 1542 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding one thousand dollars ($1,000), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedule, as revised, for the office of the District Attorney of Richmond County for the year 1913, as follows:

DISTRICT ATTORNEY, RICHMOND COUNTY.

3956	Contingencies	$3,244 50
	Tax Levy Allowance	$700 00
	Revenue Bond Allowance	2,544 50
		$3,244 50

Which was adopted by the following vote:

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

Public Service Commission, First District—Consent to the Award of Contract for the Construction of Section No. 1 of Route No. 18 of the White Plains Road Rapid Transit Railroad and Issue of Corporate Stock Therefor (Cal. No. 62).

The Secretary presented the following communication from the Public Service Commission for the First District dated February 13, 1914, requesting the consent of the Board to the award of the contract between The City of New York, Interborough Rapid Transit Company and the Oscar Daniels Company for the construction of Section No. 1 of Route No. 18 of the White Plains Road Rapid Transit Railroad and the issue of corporate stock in the sum of $45,720.01 for the carrying out of said contract, and the following report of the Comptroller recommending approval thereof:

(On February 20, 1914, the communication from the Public Service Commission in this matter was referred to the Comptroller.)

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, February 13, 1914.

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

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York, Interborough Rapid Transit Company and Oscar Daniels Company for the construction of Section No. 1 of Route No. 18, being that portion of the White Plains Road Rapid Transit Railroad which begins at a point in the Borough of The Bronx in the block bounded by West Farms road, Devoe avenue, East 180th street and Bronx street about eighty-five (85) feet east of the centre line of Bronx street, and extends thence easterly and northeasterly over the Bronx River, public streets and private property to a point in White Plains road about two hundred and eighty-five (285) feet north of the centre line of Burke avenue.

The Public Service Commission for the First District requests your honorable Board to consent to said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of the City's obligation under said contract, to wit, the sum of forty-five thousand seven hundred and twenty and one-hundredth dollars ($45,720.01), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, to wit, the sum of forty-five thousand seven hundred and twenty and one one-hundredth dollars ($45,720.01).

The Public Service Commission for the First District does hereby, pursuant to section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, to wit, the sum of forty-five thousand seven hundred and twenty and one-hundredth dollars ($45,720.01).

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

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 13th day of February, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. MCCALL, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary. (Seal.)

Resolved, That this Commission hereby accepts the proposal of Oscar Daniels Company, dated February 9, 1914, for the construction of Section No. 1 of Route No. 18, being that portion of the proposed White Plains Road Rapid Transit Railroad which begins at a point in the Borough of The Bronx in the block bounded by West Farms road, Devoe avenue, East 180th street and Bronx street, about eighty-five (85) feet east of the centre line of Bronx street and extends thence easterly and northeasterly over the Bronx River, public streets and private property to a point on White Plains road about two hundred and eighty-five (285) feet north of the centre line of Burke avenue, the aggregate of the unit prices in the proposal amounting to nine hundred and fourteen thousand four hundred dollars and twenty-five cents ($914,400.25).

Resolved, That the Chairman and the Secretary be and hereby are authorized and directed on behalf of this Commission to execute a contract in the form attached to said proposal and to deliver the same if and when consented to by the Board of Estimate and Apportionment and executed by Interborough Rapid Transit Company and upon compliance by said Oscar Daniels Company with the requirements of the Invitation to Bidders attached to said proposal.

Resolved, That the Chairman and Secretary be and hereby are authorized and directed to request the Board of Estimate and Apportionment to consent to said contract and to precribe a limit to the amount of bonds available to meet the require-

ments of the City's obligation under said contract, to wit, the sum of forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01), and also to request said Board of Estimate and Apportionment to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Board of Commissioners of the Sinking Fund of said City may prescribe for the purpose of providing the necessary means to meet the City's share of executing said contract, to wit, the sum of forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01), and also to make request for the authorization of bonds for the full amount sufficient to pay the entire estimated expense to the City of executing such contract, to wit, the sum of forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01); such requisition to be a subrequisition on account of and not in addition to the requisition made by this Commission under date of March 18, 1913, upon said Board of Estimate and Apportionment for twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19. 1913, known as Contract No. 3, between The City of New York, acting by this Commission, and Interborough Rapid Transit Company for additional rapid transit railroads.

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

Resolved, That the Secretary be and hereby is directed to transmit to Interborough Rapid Transit Company, as soon as said contract has been consented to by said Board of Estimate and Apportionment three (3) identical originals thereof, duly executed by said Oscar Daniels Company, together with the certificate of this Commission, setting forth the action of this Commission in the premises and stating that said Interborough Rapid Transit Company is required to enter into such construction contract for the purpose of disbursing part of its contribution toward the cost of construction of the railroad, pursuant to the provisions of said Contract No. 3.

Resolved, That the Secretary be and hereby is directed to return to all but the two lowest bidders on this section the certified checks deposited by them with their bids.

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

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

I Travis H. Whitney, Secretary of the Public Service Commission for the First District, do hereby certify that I have compared the above with the original adopted by said Commission on February 10, 1914, and that it is a correct transcript therefrom and of the whole of the original.

In testimony whereof I have hereunto subscribed my hand and affixed the seal of the Commission this 13th day of February, 1914.

(Seal..) TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

PART OF THE WHITE PLAINS ROAD RAPID TRANSIT RAILROAD

The Public Service Commission for the First District (hereinafter called the "Commission") hereby invites proposals to construct Section No. 1 of Route 18, a part of the White Plains Road Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

Section No. 1. Beginning at a point in The Borough of The Bronx in the block bounded by West Farms Road, Devoe Avenue, East 180th Street, and Bronx Street about eighty-five (85) feet east of the center line of Bronx Street, where a connection can be made with the tracks of the Interborough Rapid Transit Company's Storage Yard, and extending thence easterly and northeasterly over the Bronx River and private property in the said block, Devoe Avenue, East 179th Street, private property, Lebanon Street and private property to a point in Bronx Park Avenue between Lebanon Street and East 180th Street, curving thence northeasterly over Bronx Park Avenue and private property to a point in East 180th Street between Bronx Park Avenue and Morris Park Avenue; extending thence northeasterly and northerly over private property west of and alongside the tracks of the New York, Westchester and Boston Railroad and over Unionport Road and private property to Birchall Avenue; and extending thence northerly along Birchall Avenue and White Plains Road to a point in White Plains Road about two hundred and eighty-five (285) feet north of the centre line of Burke Avenue.

The general plan of construction calls for an elevated and surface railroad. The details of the construction of the Railroad and appurtenances are more particularly indicated on the contract drawings.

The Contractor will not be required to provide or lay tracks or ties, nor to do station finish work except such station finish work as is specifically required to be done, as provided in the form of contract, and indicated in the drawings.

The work of construction under the contract will include the construction of all necessary sewers and connections along or off the route of the Railroad; also the necessary support, maintenance, readjustment and reconstruction of vaults adjacent to buildings, pipes, tubes, conduits, subways or other subsurface structures; the support and care, including underpinning where necessary, of all buildings, monuments, surface railroads and other structures, etc., affected by or interfered with during the construction of the work; also the restoration of the sidewalks and roadways.

Bidders must examine the form of contract and the specifications, maps and plans; must visit the location of the work and inform themselves of the present conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the proposed work.

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

The City of New York (hereinafter called the "City") and the Interborough Rapid Transit Company will both be parties to the contract; the Interborough Rapid Transit Company being a party for the purpose of disbursing part of its contribution toward the cost of construction as provided in the contract dated March 19, 1913, between the City, acting by the Commission, and the Interborough Rapid Transit Company for the equipment, maintenance and operation of additional rapid transit railroads. The liability of Interborough Rapid Transit Company under the contract for which bids are now invited will be limited to an amount equal to ninety-five (95) per centum of the aggregate sum arrived at by multiplying the estimated approximate quantities by the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's proposal. The Contractor is to accept the obligation of the Interborough Rapid Transit Company to make payments to the amount and in the manner provided in the contract and is to agree not to look to the City except to the extent that the amounts earned under the contract may exceed the amount for which the Interborough Rapid Transit Company is liable.

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

The Contractor will be required to complete the work as soon as practicable and within a period of eighteen (18) months from the date of the delivery of this contract.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 9th day of February, 1914, at twelve fifteen (12:15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

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

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

All proposals must, when submitted, be enclosed in a sealed envelope endorsed *"Proposals for Constructing Part of Rapid Transit Railroad—Route No. 18, Section No. 1,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received or deposited unless accompanied by a separate certified check for the sum of fifteen thousand dollars ($15,000) payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company satisfactory to the Commission having its principal office in the City of New York. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

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

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

At the time of the delivery of the contract, the Contractor will be required to furnish security to the City by giving a bond for one hundred thousand ($100,000) dollars. At the option of the successful bidder cash or approved securities may be deposited instead of giving a bond. If securities are deposited in place of a bond under this contract, they must be of the character of securities in which Savings Banks may invest their funds and must be approved by the Commission.

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

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

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

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

All such deposits made by bidders whose proposals shall not be accepted by the Commission will be returned to the person or persons making the same within five (5) days after the contract shall be executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, January 16, 1914.

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

TRAVIS H. WHITNEY, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

CONTRACT FOR THE CONSTRUCTION OF A PART OF A RAPID TRANSIT RAILROAD, ROUTE No. 18, SECTION No. 1.

Approved as to form this day of , 1914.

....., Acting Corporation Counsel.

RAPID TRANSIT RAILROAD.

CONTRACT.

Route No. 18, Section No. 1.

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

Whereas, on or about the 19th day of March, 1913, the City acting by the Commission, entered into a contract with the Interborough Company for the equipment, maintenance and operation of certain additional rapid transit railroads or extensions of the rapid transit railroads now operated by the Interborough Company under lease from the City therein specifically described, including the Railroad to be constructed hereunder, and as one of the terms and conditions of such contract the Interborough Company agreed to contribute toward the cost of construction of such railroads and to disburse part of its said contribution through the medium of construction contracts to which it should be a party for the purpose of making such disbursement; and

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

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

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

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

Agree each with the other as follows:

I.

GENERAL PROVISIONS AND DEFINITIONS.

Outline of Contract.

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

Brief Description of Work.

Article II. The Railroad to be constructed under this contract forms a part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners

for The City of New York on June 1, 1905, known as the West Farms Road and White Plains Road Route (Route No. 18) and also forms a part of a certain route adopted by the Commission on May 20, 1912, known as the Boston Road and White Plains Road connection (Route No. 44), which routes together are herein referred to as Route No. 18.

The part of Route No. 18 to be constructed under this contract consists of

Section No. 1.

Bronx St., to Bronx Park Ave., to East 186th St., to Birchall Ave., to Burke Ave.

Beginning at a point in the Borough of The Bronx in the Block bounded by West Farms Road, Devoe Avenue, East 180th Street, and Bronx Street about eighty-five (85) feet east of the center line of Bronx Street, where a connection can be made with the tracks of the Interborough Rapid Transit Company's Storage Yard, and extending thence easterly and northeasterly over the Bronx River and private property in the said block, Devoe Avenue, East 179th Street, private property, Lebanon Street and private property to a point in Bronx Park Avenue between Lebanon Street and East 180th Street, curving thence northeasterly over Bronx Park Avenue and private property to a point in East 180th Street between Bronx Park Avenue and Morris Park Avenue; extending thence northeasterly and northerly over private property west of and alongside the tracks of the New York, Westchester and Boston Railroad and over Unionport Road and private property to Birchall Avenue; and extending thence northerly along Birchall Avenue and White Plains Road to a point in White Plains Road about two hundred and eighty-five (285) feet north of the centre line of Burke Avenue.

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

Statutes Incorporated Herein.

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

Marginal Notes, etc.

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

Definition of Words.

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

"City."

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

"Commission."

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

"Interborough Company."

(3) The words "Interborough Company" to mean Interborough Rapid Transit Company, party of the second part to this contract, and its successors and assigns.

"Contractor."

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

"Comptroller."

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

"Engineer."

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

"Rapid Transit Act."

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

"Railroad."

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

"The Works."

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

"New York."

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

"Daily Newspaper."

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

"Notice"—"Direction."

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

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

Legal Address of Contractor—Address May be Changed.

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

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

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

Commission May Disapprove Sub-contractors.

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

II.

Work to be Done, Prices, Etc.

Work to Be Done.

Article IX. The Contractor shall do all the work and furnish all the materials, plant, tools and appliances necessary or proper for performing and completing the work of constructing the Railroad in the manner and within the time hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk and roadway pavement or other surface material, and to protect, support and maintain all buildings and other structures, including their foundations, and all surface railroads, water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections, as the same may be met with along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, poles and wires, pneumatic tubes, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures, together with their necessary connections; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements or other surfaces, and of all surface, subsurface and overhead structures which may have been directly or indirectly affected by, disturbed or injured by the Contractor in the progress of the work of construction to as useful, safe, durable and good a condition as existed before construction shall have been begun. All such work of every description, including all work, labor and material in connection therewith, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Prices.

Article XI. The City and the Interborough Company will pay in the respective proportions and amounts and in the manner hereinafter provided, and the Contractor shall receive, in full compensation for furnishing the necessary plant and all the materials and labor, and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the Railroad (including all incidental work) and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the Schedule of Unit Prices following. It is specifically understood and agreed, however, that the Interborough Company is a party to this contract solely for the purpose of making its contribution toward the cost of construction of the Railroad, as provided in the said contract dated March 19, 1913, and its sole obligation under this contract is to make the payments in the manner and to the amount hereinafter provided.

Schedule of Unit Prices.

Item 1-B. For Column Excavation, as specified in Section No. 74 of the Specifications, the sum of eighty cents ($0.80) per cubic yard.

Item 1-C. For Railroad Duct Extension, as specified in Section No. 74 of the Specifications, the sum of two dollars and twenty-five cents ($2.25) per cubic yard.

Item 1-E. For railroad embankment in place as specified in Sections Nos. 271 and 272 of the Specifications, the sum of eighty cents ($0.80) per cubic yard.

Item 6. For concrete masonry, in place, the sum of seven dollars ($7.00) per cubic yard.

Item 6-B. For natural concrete finish for the station concrete masonry, in place, the sum of sixty cents ($0.60) per square yard.

Item 6-D. For inlaid colored tile, in place, the sum of one dollar and fifty cents ($1.50) per square foot.

Item 6-G. For station concrete masonry, in place, the sum of eleven dollars ($11.00) per cubic yard.

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

Item 12. For timber piles, in place and prepared, the sum of thirty-five cents ($0.35) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of sixty dollars ($60.00) per thousand feet, board measure.

Item 15. For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows:

(d) For four-ply, the sum of one dollar and thirty cents ($1.30) per square yard.

Item 17. For vitrified pipe, in place, as follows:

(e) For four (4) inch vitrified pipe, the sum of sixty cents ($0.60) per lineal foot.

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

(a) For three (3) inch, the sum of seventy cents ($0.70) per lineal foot.

(b) For four (4) inch, the sum of seventy cents ($0.70) per lineal foot.

(c) For six (6) inch, the sum of one dollar ($1.00) per lineal foot.

(d) For eight (8) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

Item 18-A. For Railroad ducts in place as required by Section No. 221 of the Specifications, the sum of thirteen cents ($0.13) per duct foot.

Item 19. For riveted steel, painted and erected, the sum of fifty-four dollars ($54.00) per ton of two thousand pounds.

Item 20. For steel beams and shapes with connections, painted and erected, the sum of fifty-four dollars ($54.00) per ton of two thousand pounds.

Item 21. For steel rods and bars built in concrete, the sum of fifty-five dollars ($55) per ton of two thousand pounds.

Item 25-A. For miscellaneous iron castings such as column fenders, manhole heads and covers, grating, water, gas or other straight pipes, etc., in place the sum of forty-two dollars ($42.00) per ton of two thousand pounds.

Item 25-B. For new cast-iron hub and spigot pipe, special castings, in place, the sum of fifty dollars ($50) per ton of two thousand pounds.

Item 26. For special wire forms, in place, the sum of fifteen cents ($0.15) per pound.

Item 30. For street surface restored, as follows:

(h) For all surfaces of whatever character as required in Sections Nos. 225 and 226 of the Specifications, the sum of three dollars and twenty-five cents ($3.25) per square yard.

Item 31. For park surface restored (all classes), the sum of seventy-five cents ($0.75) per square yard.

Item 32. For wrought-iron electric conduits, in place, in stations, as follows:

(a) For three-fourths (¾) inch wrought-iron conduits, the sum of twelve cents ($0.12) per lineal foot.

(b) For one and one-half (1½) inch wrought-iron conduits, the sum of thirty cents ($0.30) per lineal foot.

(c) For two (2) inch wrought-iron conduits, the sum of forty cents ($0.40) per lineal foot.

(d) For one (1) inch wrought-iron conduits, the sum of twenty cents ($0.20) per lineal foot.

Item 33. For cast-iron outlet boxes, in place, in stations, the sum of seventy cents ($0.70) each.

Item 33-A. For cast-iron pull boxes, in place, in stations, the sum of one dollar ($1.00) each.

Item 75. For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary, as follows:

(c) For electric (overhead trolley) railroads, the sum of one dollar and ten cents ($1.10) per lineal foot of single track.

Prices for Work Not Susceptible for Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works—whether specified herein or indicated on the plans or not—which are not susceptible of classification under the Schedule of Unit Prices, the Contractor shall and will, if ordered by the Engineer, do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor and for material, where new material is used, and in addition thereto ten (10%) per centum of such net cost for the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material, and the Contractor shall have no further claim in excess of the above; but this method of payment shall not apply to the performance of any work or the furnishing of any material which in part or in whole is in the opinion of the Engineer susceptible of classification under such schedule, which work or material shall be paid for in part or in whole, as the case may be, at the unit price given in the opinion of the Engineer in such schedule, except as herein otherwise *expressly* provided.

Daily Report in Detail Required.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10%) per centum, the Contractor shall at the end of each day during the progress thereof furnish to the Engineer daily time slips showing the name and number of each workman employed thereon, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of the material delivered on the work showing the amount and character of such material, from whom purchased and the amount paid or to be paid therefor. If required, the Contractor shall produce any books, vouchers, records or memoranda showing the work and materials actually paid for and the actual prices therefor. Such daily time slips and memoranda shall not, however, be binding upon the City and if any question or dispute shall arise as to the correct cost of such work or material, the determination of the Engineer upon such question or dispute shall be final and conclusive.

Supplemental Price Schedule.

In lieu of the provision hereinbefore in this Article contained for paying for work and materials which in the opinion of the Engineer are not susceptible of classification under the Schedule of Unit Prices (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), the Engineer may in his discretion, but only with the approval of the Commission, fix and determine unit prices for such labor and materials (including the use of tools and plant, superintendence and all other expenses incidental to the performance of such work and the furnishing of such material), or a lump sum price therefor. Such additional unit prices or such lump sum price shall be embodied in a Supplemental Schedule and shall be filed by the Engineer in his office. If the Contractor shall notify the Engineer in writing that he will not accept the price or prices fixed and determined as aforesaid he shall be paid in accordance with the provisions of the first two paragraphs of this Article.

Quantities Approximate Only.

Article XIII. It is expressly understood and agreed that the quantities of the various classes of work to be done and materials to be furnished under this contract, specified in the Contractor's Proposal, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the Works under this contract; and neither the City, nor the Commission, nor any member of the Commission, nor the Interborough Company is to be held responsible that any of the said estimated quantities shall, by reason of inaccuracies, or changes in the Work, be found even approximately correct in the construction of the Work; and the Contractor shall make no claim for damages or anticipated profit, or for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities stated in the Contractor's Proposal or because of the entire omission of any of the quantities of items stated in the Contractor's Proposal.

Right of Commission to Amplify Drawings.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the plans, to add explanatory specifications and to furnish additional specifications and drawings.

Drawings May be Modified.

Article XV. The Commission further reserves the right to change the location and to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction shown in the schedule, or where, in the opinion of the Engineer, not susceptible of classification, then as otherwise provided herein.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the time specified in this contract, in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer, for the prices herein agreed upon.

Best Materials, Tools, etc., to be Used.

Article XVII. The Contractor shall furnish of the best description all materials, machinery, implements, tools and labor necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required, as herein provided for the prices hereinbefore agreed upon.

Contractor has Examined Locations, Drawings, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the plans, and that he has fully examined the plans and has read each and every clause and section of this contract and the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he agrees that he will not make any claim for, or have any right to, damages or an extension of time for completion of the Works, or any other concession, because of any misinterpretation or misunderstanding of this contract or the specifications or of the plans, or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer, and by their representatives or subordinates, of all work and materials and of the manufacture or preparation of such materials from the beginning of Construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all errors or variations from the requirements of this contract or other defects in workmanship or materials. But it is expressly agreed that no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such errors, variations or defects shall give the Contractor any right or claim against the City or the Interborough Company or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates, and any person designated by the Commission or its Chairman, all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer To Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Engineer's Determination to Be Final and Conclusive upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract; shall determine all questions in relation to the Works and the construction thereof; and shall in all cases determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question shall arise between the parties hereto, touching this contract, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain Specifications.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

Contractor to Follow Directions.

The Contractor shall promptly obey and follow every direction which shall be given by the Engineer, including any direction which the Engineer shall give by way of withdrawal, modification or reversal of any previous direction given by him.

Other Contractors.

During the progress of the work it will be necessary for other contractors and persons to do work in or about the construction or equipment of the Railroad. The Contractor shall afford to such other contractors or persons such facilities as the Engineer may require.

Differences Between Contractor and Other Contractors.

Any difference or conflicts which may arise between the Contractor and other contractors of the Commission in connection with the construction of the Railroad or otherwise or between the Contractor and the Interborough Company or the contractors of the Interborough Company in connection with the equipment of the Railroad in regard to the progress of, or the facilities afforded with respect to, their work shall be adjusted and determined by the Engineer.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during his absence, illness or inability or when the Commission shall so determine, shall, during his official connection, have all the power and authority of the Chief Engineer, and in all respects be recognized as such Chief Engineer.

III.

SPECIFICATIONS.

Specifications and Drawings Subject to Requirement of Railroad of Highest Class—Where Text of Contract Doubtful, Best Materials and Workmanship Required.

Section No. 1. The specifications and contract drawings hereinafter mentioned taken in connection with the other provisions of this contract are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details, or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an interurban railroad of the highest class, adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion or portions of the specifications or contract drawings, or of the text of the contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied under the then existing local conditions. All the clauses of the specifications, and all the parts of the contract drawings, are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance With Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if, in the specifications or contract, any detail or other matter or thing requisite be not mentioned, nevertheless the same is deemed to be included and the Contractor hereby undertakes to do the same as part of the work hereunder, at the unit prices for each class of work where in the opinion of the Engineer applicable or as provided in Article XII of the contract.

Maps and Drawings.

Section No. 3. The contract plans referred to in the contract and specifications are each countersigned by the Engineer, stamped with the seal of the Commission and bear the general title:

Route No. 18, Section No. 1, Contract Drawing No.

and are designated or numbered as follows:

A-1 to A-6 inclusive, C-1 to C-20 inclusive, C-503 and C-504, and are dated November 25, 1913.

Typical Sections and Dimensions—Working and Shop Drawings.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Working drawings to amplify the contract will be furnished by the Commission to the Contractor, from which the shop drawings will be made by him. The first of these drawings will be given to the Contractor within thirty (30) days after the contract is delivered and the remainder from time to time as may be reasonably required by the Contractor. Where, however, changes are deemed necessary they may be ordered under Article XV of this contract and the Engineer shall issue such plans and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and plans, bearing the same seal and general title as the contract drawings, but designated as supplementary drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of surface railways, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface and subsurface and overhead structures.

Supplementary Drawings May Be Examined.

Section No. 6. These supplementary drawings can be seen at the office of the Engineer, also samples of material taken in connection with test borings. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blueprints) of these drawings for such aid, if any, as may be derived from them, on the payment of the cost of blue-printing.

In Case of Difficulties Not Indicated on Supplementary Drawings.

Section No. 7. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings, or by the samples of the test borings, or if additional surface, subsurface or overhead structures or obstructions be discovered or if any surface, subsurface or overhead structures or obstructions be found of different size or in different positions or of different nature from those shown on the supplementary drawings, or if in any way such supplementary drawings be found erroneous, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty, and

is to support, maintain, protect, remove, adjust or readjust, as the case may be, the additional or different surface, subsurface, or overhead structures according to the direction of the Engineer, and as provided in this contract and these specifications.

Specifications Not Exclusive.

Section No. 8. It is expressly understood that the specifications do not include all requirements, but are requirements in addition to those heretofore or elsewhere given or provided in this contract. The specifications and other provisions of this contract, and the contract drawings, are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

1. Brief Description of the Work.
2. General Clauses.
3. General Manner of Prosecution and Maintenance of Traffic.
4. Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.
5. Excavation.
6. Backfilling.
7. Piling and Timbering
8. Cement.
9. Mortar.
10. Masonry.
11. Concrete.
12. Brick Masonry.
13. Steel and Iron.
14. Painting.
15. Ducts.
16. Surfaces Restored.
17. Station Concrete.
18 Waterproofing.
19 Drains.
20 Conduits.
21 Special Matters.

1.

Brief Description of the Work.

General Nature.

Section No. 10. The Rapid Transit Railroad which is hereinbefore described is to be an elevated and surface railroad. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

Contractor Not to Lay Tracks.

The Contractor will not be required to provide or lay tracks or ties under this contract on any part of the Railroad.

Stations to Be Constructed.

Stations are to be constructed at such places as are indicated on the plans, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad.

Surface and Subsurface Structures.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

2.

General Clauses.

Best Quality of Work.

Section No. 12. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 13. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 14. The contract section embraced in this contract is one of a number of contract sections forming part of an extensive rapid transit railroad system, which the interests of the City imperatively require should be completed and put in operation without delay. If the Contractor shall fail so to prosecute his work that, in the judgment of the Engineer, it shall not be reasonably probable that the work will be completed within the time limit, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift as may be necessary to insure the completion of the work within the time required by this contract, or within the shortest possible time thereafter.

Emergencies.

Section No. 15. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 16. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the material needed for construction has been acquired and is available. Such permits are to be in such form and to cover such portions of the work as the Commission shall prescribe.

When to Be Filed With Borough President.

Section No. 17. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 18. Before commencing work on any part of the route, the Contractor shall give notice in writing to the Engineer at least one (1) week in advance of *his intention to commence such operations; and before commencing manufacture, or* resuming manufacture, if the same has been suspended, of any article called for by these specifications, notice shall be given to the Engineer in writing at least one (1) week in advance, with the name and address of the maker and the amount and description of the material to be manufactured.

Methods of Construction.

Section No. 19. Plans showing the proposed methods of construction shall be submitted to the Engineer and receive his approval before permits will be granted and before such plans are put in operation.

Ordinances and Regulations.

Section No. 20. In all operations connected with the Works, all ordinances of the City, and of the Board of Health, so far as they may be valid and operative with respect thereto, and all laws of this State which are now applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them, shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation in and around the City and Harbor of materials used in, or in connection with, the work.

Requirements of Borough President, etc., to Be Observed.

Section No. 21. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits; Shut-Offs for Water Pipes, etc.

Section No. 22. The Contractor shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the expense absolutely necessary in the bagging of gas pipes where it is necessary to cut off the supply of same, and of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 51 of the specifications.

Storage on Cross-Streets.

Section No. 23. Along the streets occupied by the Railroad and on cross-streets adjacent thereto, only a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

Material Stored.

Section No. 24. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete, or masonry, also structural and other material to be used in the work, may be stored in such locations and for such periods as are approved by the Engineer.

Approval of Engineer Revocable.

Section No. 25. In any case material may only be so stored with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 26. Wherever the work is being carried on, free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer, and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box, and to such height as to obscure a sight of the same, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Fire Alarm Telegraph Service to Be Safe-Guarded.

The Contractor shall guard, maintain and protect the existing wires, cables, ducts, manholes, posts and poles of the Fire Department. He shall not cause the interruption of the existing Fire Department Fire Alarm Telegraph service. No Fire Department wire, cable, duct, manhole, post or pole shall be disturbed except in the presence of a representative of the Bureau of Fire Alarm Telegraph. In case any such wire, cable, duct, manhole, post or pole, shall be disturbed it shall be restored to its existing condition by the Contractor at his own expense.

Work to Be Cleared.

Section No. 27. At his own expense and as directed from time to time by the Engineer, the Contractor is to clear the work, streets and all public places occupied by him of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 28. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, as may have to be taken to or removed from such property; such materials shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 29. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor as hereinbefore provided.

Conveniences for Men.

Section No. 30. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 31. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 32. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 33. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Detailed Drawings.

Section No. 34. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings amplifying such details of the contract drawings as may be necessary, and drawings necessary to show the adjustment and reconstruction of all surface, subsurface and overhead structures wherever the reconstruction of the same is necessary in the opinion of the Engineer for the safe and convenient construction or operation of the Railroad. These drawings must be strictly followed, unless local conditions should develop, during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 35. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings, or in addition to such other drawings as the Commission may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit plans in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within twenty (20) working days after delivery to him at his office of such plans *in duplicate. Immediately upon final approval of such working or shop drawings* by the Engineer, the Contractor shall furnish the Commission with five (5) additional copies of such approved drawings.

Lines and Grades.

Section No. 36. During the progress of the work the Commission will give, through the Engineer, to the Contractor, suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers; such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 37. When the Contractor is absent from any part of the work where it may be necessary to give instructions, orders will be given by the Engineer to, and shall be received and promptly obeyed by the superintendent or overseer of the Contractor who may have charge of the particular work in relation to which the orders are given, and a confirmation in writing of such orders will be given to the Contractor by the Engineer if so requested.

Imperfect Work.

Section No. 38. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the proper inspector.

Damaged Work to Be Replaced.

Section No. 39. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Materials to be Removed.

Section No. 40. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials as may be directed by the Engineer.

Competent Men.

Section No. 41. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 42. No building shall, without the consent of the occupant, and without notice to the Engineer, be deprived of means of access thereto; and where necessary, suitable means shall be provided, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach or leave street cars shall be maintained.

Contiguous Contract Sections.

Section No. 43. On the division line of contiguous contract sections, the Engineer will decide any matters in the details of construction within a limit of seventy-five (75) feet on either side of the line where the work of contractors may be in conflict, and direct which of the contractors shall complete the details of construction within such limits.

Conduct of Work.

Section No. 44. Generally the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 45. All necessary facilities are to be furnished by the Contractor for the benefit of street travel, both on longitudinal and cross streets.

Close Observance of Above Requirements.

Section No. 46. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

4.

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to be Given.

Section No. 47. Notice is to be given by the Contractor to all individuals, companies and the proper City officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans Furnished.

Section No. 48. In the rearrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the railroad structure or necessary in the opinion of the Engineer for the safe and convenient operation of the Railroad a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any of the said parties within ten (10) days after the submission of the tentative plan, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, Etc.

Section No. 49. Whenever it becomes necessary to cut, move, change, or reconstruct any surface, subsurface or overhead structures, or connections therewith (as more particularly enumerated in Article X), such work shall be done in accordance with the standard specifications and reasonable requirements of the several owners or of the Borough President or Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such structures, except as elsewhere herein specifically provided.

Reasonable Dispatch.

Section No. 50. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, etc.

Section No. 51. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and appurtenances encountered or affected during the prosecution of his work. All surface, subsurface and overhead structures and appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury, but should any injury occur the Contractor shall fully restore such surface, subsurface or overhead structures and appurtenances or surfaces to as good a condition as existed before the injury was done. All the above, including also all changes of surface, subsurface or overhead structures and appurtenances made by the Contractor for his own convenience in executing his work shall be done at the Contractor's own expense.

Necessary Permanent Changes of Pipes.

Section No. 52. In the design of the Railroad structure it is intended to avoid physical interference with surface, subsurface and overhead structures as far as in the judgment of the Engineer it may be reasonably practicable to do so. When the design of the Railroad structure will not permit such avoidance of physical interference, in the case of column foundations, with subsurface structures, either such column foundations will be designed so as to straddle the subsurface structure, or the subsurface structure will be changed by deflecting it locally past each column foundation.

Payments.

All work, labor and material in the column foundations in connection with such straddling of the subsurface structures will be paid for at the prices stipulated in the Schedule for the several classes of work or material applicable thereto. Payment for all such changes in subsurface structures in connection with column foundations and changes in all other subsurface structures and their appurtenances, and payment for all changes of surface or overhead structures and appurtenances, including all work, labor and material incidental thereto, made necessary in the opinion of the Engineer because of physical interference with the Railroad structure or necessary in the opinion of the Engineer for the same and convenient operation of the Railroad and requiring their removal, relaying or reconstruction in other than their original positions, is included: In the cases of surface and overhead structures, in the price stipulated in the Schedule for riveted steel, Schedule Item 19; in the case of subsurface structures in connection with column foundations and other subsurface structures, in the prices stipulated in the Schedule for Column Excavation and Railroad Duct Excavation, Schedule Items 1-B and 1-C, except as otherwise herein specifically provided under other Schedule Items.

If in the opinion of the Engineer the removal, relaying or reconstruction of any sewers, gas, water or other pipes in their entirety (instead of being deflected locally) in other than their original positions is required, the cost of such entire removal, relaying and reconstruction shall be paid for under Article 12.

Maintenance of Surface Railroads.

Section No. 53. The Contractor shall maintain and support both temporarily and permanently, in a manner that will cause the minimum interference with traffic, and in a safe condition all street surface railroads, including ducts, cables and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work; and he shall construct trolley-wire troughs or other insulating protection under the Railroad structure. Payment therefor will be at the rate specified in Schedule Item 75, which price will include the cost of all work, labor and material incidental thereto, and no other allowance will be made therefor under any other Schedule Item or otherwise. The work of rebuilding tracks mentioned herein is not intended to include the movement of tracks laterally, but only such work as is incidental to the construction of the Railroad.

Trolley troughs and insulating protection shall in general be similar to and as good as such constructions under the elevated extensions of the existing Manhattan-Bronx Rapid Transit Railroad constructed under the contract of February 21, 1900, between the City and John B. McDonald, in The Bronx on the Broadway and West Farms divisions, but in any case the construction must be satisfactory to the Union Railway Company, which operates cars on White Plains Road. A supplementary drawing numbered D-49 has been prepared giving certain information received from the Union Railway Company as to the type of construction to be required. The Commission does not guarantee the information given thereon and assumes no responsibility for the correctness of the same.

Facilities to Be Given to Make Extensions.

Section No. 54. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures, or do any work to or in connection with surface, subsurface or overhead structures owned by them, or it, or to lay any new structure in or across a street occupied by the Works at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of plans or sketches, or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

5.

Excavation.

Width of Excavation.

Section No. 55. Special care must be taken to avoid damage wherever excavations are being made. The width of such excavations shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such dimensions, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work, and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered.

Depth of Excavations.

Section No. 56. All excavations shall be excavated to such depth, both in soft ground, filled ground and in rock, as may be necessary to obtain a good foundation for the laying of such concrete bed or special foundation as may be shown on the plans or as may be deemed necessary by the Engineer. See Section No. 275. But in the case of column foundations on ledge rock in place the surface of the rock shall be carefully cleaned of loose and rotten rock and roughly brought to a horizontal surface that where such rock is less than five (5) feet below the surface it shall be excavated to a depth of at least five (5) feet below the surface.

Sides to Be Secured.

Section No. 57. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or walling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where a movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 58. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Sheeting.

Section No. 59. No payment shall be made to the Contractor for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment shall be made to the Contractor for the sheeting so left in as measured by the Engineer, and at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same or the expense thereof.

Timber for Temporary Purposes.

Section No. 60. All timber used for sheeting, shoring, bracing, decking or other temporary purposes, shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property Within Excavation Lines.

Section No. 61. The cost of the removal, where necessary, of all walls or other parts of vaults of abutting property that are within the ordered net lines of any excavation is included in such excavation as provided in Section No. 70, but the restoration of all such walls or other parts of vaults originally within the ordered net lines of such excavation will be paid for at the unit prices specified in the Schedule applicable to the several classes of work and material involved in such restoration; or when not susceptible of classification such work will be paid for under Article XII.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of such excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 62. Wherever vaults of abutting property are broken through or otherwise disturbed, the Contractor shall at his own cost and expense provide all materials for, and erect a six (6) inch hollow tile wall laid in Portland cement mortar, as a temporary partition, on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises. Upon the completion of the restoration of the vault such wall shall, unless otherwise directed, be immediately removed and disposed of by the Contractor at his own cost and expense.

Blasting.

Section No. 63. Wherever rock or other material requiring blasting is encountered in any excavation, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 P. M. and 7 A. M. without the express permission of the Engineer, and under such restrictions as he may impose.

Storage of Explosives.

Section No. 64. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, and it shall be kept under lock, the key to which is to be only in the hands of the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by any ordinance of the City, or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather, special precautions shall be taken as to the care and manipulation of dynamite.

Near Pipes and Mains.

Section No. 65. Whenever any pipe or main is encountered in or alongside of the excavation, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

Pumping.

Section No. 66. Whenever water is encountered in excavations, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 67. All carts, buckets or other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill over. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it

shall be immediately withdrawn from the work on notification by the Engineer, or his duly qualified assistant, in charge of that portion of the work.

Removed Expeditiously.

Section No. 68. Excavated material shall be removed expeditiously and material excavated between the southerly end of this contract section and Waring Avenue shall be used in making the embankment between the abutment located at or near station 20+50 and the abutment located at or near station 42+05, unless in the opinion of the Engineer such material is not satisfactory for that purpose. No additional payment will be allowed for placing this material in the embankment, the cost of the same being deemed to be included in the prices for excavation, Schedule Items 1-B and 1-C. All material not used for embankment shall be disposed of, in any place selected by the Contractor, subject to the ordinaces and regulations of the City authorities governing the disposal of such material, and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material May be Taken by City.

Section No. 69. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated, and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Section No. 70. All excavations include the excavation of all materials of whatever nature encountered in the excavations, including earth above and below mean high water, ledge rock in place, boulders and other materials requiring blasting. Excavation shall be classified, measured and paid for as either:

Column Excavation, Definition of.

(1) *Column Excavation,* which includes all excavation for Railroad column foundations, for foundations for piers, retaining walls or abutments and for all subsurface structures required to be removed, relaid or reconstructed in other than their original locations or otherwise changed because of their physical interference with Railroad column foundations, or the foundations of piers, retaining walls or abutments, or

Railroad Duct Excavation, Definition of.

(2) *Railroad Duct Excavation,* which includes all excavation for Railroad ducts and Railroad duct manholes and their appurtenances and for all subsurface structures required to be removed, relaid or reconstructed in other than their original locations or otherwise changed because of their physical interference with Railroad ducts or Railroad duct manholes.

Ordered Net Lines of Excavation and Measurement.

Section No. 71. The ordered net lines of excavation and the measurements for payment therefor will be determined as follows:

(1) *Column foundations and duct manholes:* In excavation for Railroad column foundations, Railroad duct manholes, and foundations for piers, retaining walls or abutments, the ordered net lines of excavation and the measurements therefor shall include the total excavation from, the surface of the street or ground to the bottom of the column foundation, the duct manhole, or the foundations for piers, retaining walls or abutments, within vertical planes one and one-half (1½) feet outside of the net outside lines of the bottom of such column foundation, duct manhole or foundation for piers, retaining walls or abutments, as ordered or indicated on the drawings.

(2) *Railroad ducts:* In excavation for Railroad ducts the ordered net lines of excavation and the measurements therefor shall include the total excavation from the street surface to the bottom of the duct structure within vertical planes passing eight (8) inches outside the net outside lines of such duct structure, as ordered or indicated on the plans.

(3) *Subsurface structures:* In excavation for subsurface structures required to be removed, relaid or reconstructed in other than their original locations or otherwise changed because of their physical interference with railroad column foundations or Railroad ducts or Railroad duct manholes or the foundations for piers, retaining walls or abutments, the ordered net lines of excavation and the measurements therefor will be as follows:

(a) *Electric ducts and pipe conduits:* In excavation for electric ducts and pipe conduits, other than Railroad ducts, the ordered net lines of excavation and the measurements therefor shall include the total excavation from the street surface to the bottom of such ducts or pipe conduits within vertical planes passing eight (8) inches outside the net outside lines of such ducts or pipe conduits; provided, however, that if such ducts or pipe conduits shall consist of a single conduit or a group of conduits not enclosed in concrete, then the ordered net lines of excavation and the measurements therefor shall include the total excavation from the street surface to the extreme bottom of such single conduit or group of conduits within vertical planes one (1) foot outside the net outside lines of such single conduit or group of conduits.

(b) *Pipes:* In excavation for pipes the ordered net lines of excavation and the measurements therefor, shall include the total excavation from the street surface to a depth of six (6) inches below the invert of the pipe within a trench two (2) feet wider than the interior diameter of the pipe; provided, however, that where in the opinion of the Engineer the trench for laying pipes 30 inches or more in diameter is required to be close sheeted and the trench is so sheeted, the ordered net lines of excavation and the measurements therefor shall include the total excavation from the street surface to a depth of six (6) inches below the invert of the pipe within a trench three (3) feet wider than the interior diameter of the pipe.

(c) *Valve chambers and other structures:* In excavation for valve chambers and for valves, valve boxes and hydrants, the ordered net lines of excavation and the measurements therefor shall include the total excavation from the street surface to the lowest part of such valve chamber or other structure within vertical planes one (1) foot outside of the net outside lines of the bottom of such valve chamber or other structure.

(d) *Other subsurface structures:* For all other subsurface structures the ordered net lines of excavation will be as directed by the Engineer.

At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

No deduction from the amount of excavation to be allowed as aforesaid will be made on account of vault space or spaces occupied by pipes or other subsurface structures.

No Allowance Outside of Ordered Net Lines.

Section No. 72. There will be no measurement or allowance made nor money paid for excavation outside (in plan or depth) the ordered net lines of excavation as indicated in Section No. 71; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that the Contractor has estimated and allowed for all such matters in Schedule Items 1-B and 1-C.

Payment for Excavation.

Section No. 73. Column Excavation shall be paid for at the price stipulated in Schedule Item 1-B; Railroad Duct Excavation at the price stipulated in Schedule Item 1-C.

Prices for Excavation to Include.

Section No. 74. The prices herein stipulated for Column Excavation and Railroad Duct Excavation, Schedule Items 1-B and 1-C respectively, are to include the cost of excavating, of the disposal of the materials excavated, of backfilling, of all sheeting and bracing, of maintaining and supporting of openings during and after excavation, of all pumping or bailing, and of the maintenance, support, removal, reconstruction, with all incidental work, labor and material, etc., of all subsurface structures and surfaces of whatever nature and their appurtenances, payment for which is not herein elsewhere *specifically* provided for under other Schedule Items.

6.

BACKFILLING.

Quality of Material; How Placed.

Section No. 75. Wherever necessary, excavations shall be backfilled with sand, gravel or other good clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers not exceeding six (6) inches in depth.

Subsurface Structures—Frozen Material Not Permitted.

Section No. 76. Whenever pipes, sewers, or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, using special tools for the purpose. No filling of trenches with frozen earth will in any case be permitted, nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 77. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, and the spaces left by the removal of such material carefully backfilled, but if directed by the Engineer, the sheeting shall be left in place.

How Paid For.

Section No. 78. The cost of backfilling is to be included in the prices paid for Column Excavation and Railroad Duct Excavation, Schedule Items 1-B and 1-C respectively.

7

PILING AND TIMBERING.

Character of Piles.

Section No. 79. If in the judgment of the Engineer the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, or less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 80. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 81. The price herein stipulated to be paid, per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, including all work, labor and material in connection therewith, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 82. If in the judgment of the Engineer special conditions so require, piles of re-inforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 83. Payment for piles other than timber piles will be as provided in Article XII.

Grillage.

Section No. 84. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 85. All foundation timber shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by bolts, spikes or good seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 86. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber, including all work, labor and material in connection therewith, will be as provided in Schedule Item 13.

8.

CEMENT.

Portland Cement.

Section No. 87. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks to which no addition greater than three (3) per cent. has been made subsequent to calcination.

Brand to be Approved.

Section No. 88. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 89. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 90. In general, tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer, and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 91. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 92. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall not contain more than 1.75 per cent. of sulphuric anhydride (SO_3) nor more than 4 per cent. of magnesia (MgO):

Fineness.

Section No. 93. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per cent. on a No. 100, and not more than twenty-five (25) per cent. on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 94. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 95. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions, shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 96. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) pounds; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) pounds; at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) pounds. The strength at twenty-eight (28) days shall not be less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) pounds; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three

hundred (300) pounds. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) pounds over the strength at seven (7) days.

Long-time Tests.

Section No. 97. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 98. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 99. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Methods of Storing.

Section No. 100. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, a sufficient supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement separately, so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

9.

MORTAR.

Cement and Sand—Mixing.

Section No. 101. All mortar shall be prepared from accepted cement and clean, sharp sand, approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions as specified below; water shall then be added, so as to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water, no salt water being permitted. The mortar shall be freshly mixed for the work on hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

How Measured.

Section No. 102. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts of sand and stone or gravel shall be by volume as cast into the measuring box. The proportions for brick masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

10.

MASONRY.

Laid in Portland Cement.

Section No. 103. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built of the forms and dimensions shown on the plans, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water Not to Interfere With.

Section No. 104. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 105. During freezing weather no masonry shall be built unless properly protected against frost, and masonry shall not be built in exposed places where in the opinion of the Engineer it is impracticable to give such protection. During freezing weather or when there is frost in the materials to be used in the masonry, the materials shall be heated. The Contractor shall provide such appliances, subject to the approval of the Engineer, as are necessary for the heating of the sand, stone and other materials.

Protected in Freezing Weather.

Section No. 106. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 107. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 108. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two days after being laid, to a depth of at least two inches.

Mortar for Pointing.

Section No. 109. Pointing of the face joints of masonry shall be thoroughly made with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specially provided.

When Pointing Permitted.

Section No. 110. No pointing shall be done in freezing weather, and masonry laid between December 1 and April 1 shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 111. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged before the final completion and acceptance of the work must be properly repaired.

11.

*CONCRETE.

How Composed.

Section No. 112. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below. The water used in mixing concrete must be clean, fresh water, no salt water being permitted.

Sand.

Section No. 113. Sand for concrete shall be of the kind herein specified for mortar.

Stone.

Section No. 114. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used.

Sizes of Stone.

Section No. 115. Broken stone or gravel for concrete shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and one-half (1½) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 116. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-quarters (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any metal built in the concrete for reinforcing the same.

Proportions.

Section No. 117. The proportions of cement, sand and stone (or gravel) used in making concrete shall be, for concrete masonry, Schedule Item 6, one (1) part of cement, two and one-half (2½) parts of sand, and five (5) parts of stone; and for station concrete masonry, Schedule Item 6-G, the proportions shall be one (1) part of cement, two (2) parts of sand, and four (4) parts of stone.

Mixing by Machine.

Section No. 118. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used.

Mixing by Hand.

Section No. 119. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than two (2) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 120. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Time for Hardening.

Section No. 121. Concrete shall be allowed to set for twelve (12) hours, or more if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Rock Surface to Be Cleaned.

Section No. 122. Before laying concrete on rock surfaces the latter shall be carefully cleaned of loose and rotten rock and roughly brought to a horizontal surface, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 123. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, to be furnished by the Contractor.

Joints Cleaned.

Section No. 124. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 125. Suitable forms shall be provided by the Contractor to support the concrete while being placed. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. The forms shall be made of wood or metal.

Forms, Wood.

Section No. 126. The forms if made of wood, shall be made of boards with tight joints, tongued and grooved, if required by the Engineer.

Forms, How Made.

Section No. 127. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape. On the removal of the forms if there are voids such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fullness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcement Steel.

Section No. 128. Where reinforcement steel is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Concrete, How Measured and Paid For.

Section No. 129. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer and shall be paid for at the prices in Schedule Item 6; which price is to include the cost of all scaffolding, centers, forms, etc., and removing the same, and all work, labor and material incidental thereto.

Backing or Filling Concrete, Not Paid For.

Section No. 130. No concrete backing or filling outside of the ordered net lines of the structure will be paid for.

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Brick Masonry.

Quality.

Section No. 131. Bricks for masonry shall be of the best quality common bricks, burned hard entirely through, regular and uniform in shape and size and of compact texture.

How Laid.

Section No. 132. All brick masonry shall be laid in mortar of the quality above described, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 133. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 134. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brickwork, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 135. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Measurements and Payments.

Section No. 136. Brick masonry shall be measured to the lines indicated and shown on the plans and as ordered by the Engineer and shall be paid for as herein stipulated in Schedule Item 9, for common brick masonry. This price is to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other work, labor and material incidental thereto.

13.

Steel and Iron.

Open Hearth Process.

Section No. 137. Steel shall be made by the open hearth process.

Chemical and Physical Properties.

Section No. 138. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. "	.05%	.04%	.05%
Mn. "	.60%	.60%	.80%
Si. "	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point (Min.)	55% Ult.	55% Ult.	35000
Elongation, Min. % in 8 inches	1500000	1500000	
	Ult. Ten. Str.	Ult. Ten. Str.	
Elongation, Min. % in 2 inches			20%
Fracture	Silky.	Silky.	Silky, or Fine Granular.
Cold Bends without Fracture	180° flat.	180° flat.	120° (d.=3t.)

*See also subdivision 17.

Yield Point.

Section No. 139. The yield point shall be that strain, beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Chemical Determination.

Section No. 141. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two copies of such analyses shall be furnished to the Engineer or his Inspector.

Test Pieces.

Section No. 142. Sample pieces for tensile and bending tests of plates, shapes and bars shall be cut from such portions of the finished product of each melt as the inspector may designate, and shall be stamped by him; they shall have both faces rolled and both edges milled to the usual form of a standard test specimen,—one and one-half (1½) inches wide on a gauged length of nine (9) inches,—or with both edges parallel. The area of the minimum section shall not be less than one-half (½) square inch.

Rivet Rods.

Section No. 143. Rivet rods shall be tested as rolled.

Rollers.

Section No. 144. For rollers and pins the specimens shall be cut from the finished bar so that the center of the specimen shall be one inch from the outside of the bar. The form and dimensions of the test specimens shall be the same as those specified for steel castings.

Steel Castings.

Section No. 145. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Treatment of Test Specimens.

Section No. 146. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Rolled steel shall be tested in the condition in which it comes from the rolls.

Number of Tests.

Section No. 147. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled.

Duplicate Tests.

Section No. 148. If the above tests do not fulfil the requirements of these specifications, duplicate tests may be made at the discretion of the inspector, he selecting and stamping the duplicate test pieces. If these retests meet all the requirements, the melt shall be accepted.

Angles.

Section No. 149. Angles three-quarters (¾) of an inch and less in thickness shall open flat, and angles one-half (½) of an inch and less in thickness shall bend shut, cold, under blows of a hammer, without signs of fracture. This test shall be only made when required by the inspector.

Rivet Steel.

Section No. 150. Rivet steel, when nicked and bent around a bar of the same diameter as the rivet rod, shall give a gradual break and a fine, silky, uniform fracture.

Discard.

Section No. 151. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams, flaws, cracks, defective edges or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Material Marked.

Section No. 152. Every finished piece of steel shall have the melt number and the name of the manufacturer stamped or rolled upon it. Bars for reinforcing concrete, rivet and lattice steel, and other small parts, may be bundled and the melt number stamped on a metal tag attached to each bundle.

Variation in Weight.

Section No. 153. A variation in weight or cross section of any piece of steel of more than two and one-half per centum (2½%) from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5%) per centum.

Rejections.

Section No. 154. Material which, subsequent to the above tests at the mills and its acceptance there, develops weak spots, brittleness, cracks or other imperfections, or is found to have injurious defects, will be rejected at the shop and shall be replaced by the manufacturer at his own cost.

Mill Orders.

Section No. 155. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled nor work done before the Engineer has been notified so that he may arrange for the inspection.

The Engineer shall be furnished complete copies of shipping invoices, in triplicate, with each shipment. Each invoice shall show the scale weight of each individual piece.

Test Pieces.

Section No. 156. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine, with the necessary labor for testing.

Wrought Iron.

Double Rolled.

Section No. 157. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 158. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) pounds per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five (135) degrees, without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 159. Cast iron shall be tough gray iron made by the Cupola process and shall contain not more than 0.6 per centum of phosphorus and not more than 0.12 per centum of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 160. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar 1¼ inches in diameter and 15 inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the center, when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1/10) of an inch before rupture.

Number of Test Bars.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 161. Castings must be sound, true to pattern, free from cracks, flaws, excessive shrinkage, and have smooth clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plans will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 162. The workmanship shall be equal to the best practice in modern bridge works.

Shearing and chipping shall be neatly and accurately done and all portions of the work exposed to view neatly finished. All nuts exposed to view on the final structure shall be hexagonal. Lattice bars shall have neatly rounded ends, concentric with rivet holes.

Material Straightened in Shop.

Section No. 163. All material shall be straightened in the shop before being worked in any way and again straightened after punching and before assembling, if required by the Engineer or Inspector.

Size of Rivets.

Section No. 164. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes Accurately Spaced.

Section No. 165. All holes shall be accurately spaced and punched. The diameter of the punch shall not be more than one-sixteenth (1/16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 166. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-punching and Reaming.

Section No. 167. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3-16) inch smaller than that of the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1-16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 168. All materials over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed.

Burrs Removed.

Section No. 169. All burrs on rivet holes shall be removed.

Sheared Edges.

Section No. 170. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (1-8) of an inch.

Assembling.

Section No. 171. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced. Contact surfaces shall be painted.

Riveting.

Section No. 172. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than half the diameter of the rivet on the line of the shank unless countersunk. Loose, burned or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Rivet Spacing.

Distances from center of rivet to edge of sheared plate shall not be less than 1¼" for ¾" rivets and 1⅜" for ⅞" rivets; distances from center of rivets to a rolled edge shall not be less than 1⅛" for ¾" rivets and 1¼" for ⅞" rivets. The minimum pitch for ¾" rivets shall be 2½" and for ⅞" rivets 2⅞". When material is sub-punched and reamed the pitch for ¾" rivets may be made 2¼" and for ⅞" rivets 2⅝".

Use of Bolts.

Section No. 173. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes. Washers not less than one-quarter (¼) inch thick shall be used under the nuts. Bolts must be thickly coated with red lead paint before insertion, so as to seal the hole against moisture.

Templates.

Section No. 174. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be sub-punched and accurately drilled to an iron template, fitted with bushings, or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Stiffeners—Splice Plates and Fillers.

Section No. 175. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Finished Members.

Section No. 176. Finished members shall be true and free from kinks, twists or open joints. Ends of floor beams and stringers shall be finished square and true.

Web Plate Projections.

Section No. 177. Web plates must not project beyond the flange angles or be more than one-quarter (¼) of an inch back of face of same.

Abutting Surfaces Faced.

Section No. 178. All abutting surfaces shall be neatly planed or faced perpendicular to the direction of the strain, so as to insure even bearings, except where otherwise noted on the plans.

Pins and Rollers.

Section No. 179. Pins and rollers shall be turned accurately to a gauge and shall be straight and smooth and entirely free from flaws. Pin-holes shall be bored true to gauges, smooth and straight; at right angles to the axis of a member and parallel to each other unless otherwise called for. The boring shall be done after the member is riveted up.

Rods Upset.

Section No. 180. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Bed Plates Planed.

Section No. 181. Expansion bed plates shall be planed true and smooth. The bottom of the shoes shal be planed exactly parallel to the center line unless otherwise shown. The finishing cut of the planing tool shall be fine and corespond with the direction of expansion.

Annealing.

Section No. 182. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed. Welds in steel will not be allowed.

Steel Castings True to Pattern.

Section No. 183. Steel castings shall be true to pattern and free from injurious imperfections.

Rods and Bars Deformed Sections.

Section No. 184. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 185. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Details Boxed.

Section No. 186. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 187. The weight shall be plainly marked upon every piece and box.

Inspection.

Section No. 188. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship.

Contractor Responsible.

Section No. 189. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work until its completion and final acceptance by the Engineer.

Errors in Plans.

Section No. 190. The Contractor shall be responsible for all errors which can be discovered by checking or examining the plans.

Inspector's Office.

Section No. 191. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 192. All parts shall be carefully loaded and protected from injuries during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel.

Section No. 193. The prices to be paid for steel are as herein provided in *Schedule Items* 19, 20 *and* 21. Item 20 includes all single beams or shapes, whether milled or otherwise, with connections or other end details. These prices include the cost of material delivered and erected in the work, of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material. The quantity of metals to be paid for shall be the number of pounds actually placed in accordance with the drawings or orders. The price for *Item* 19 also is to include the cost of the maintenance, support, removal and reconstruction, with all incidental work, labor and material, etc., of all surface and overhead structures of whatever nature and their appurtenances, payment for which is not herein elsewhere *specifically* provided for under other Schedule Items or otherwise.

Payments for Castings.

Section No. 194. For miscellaneous iron castings, such as column fenders, manhole heads and covers, gratings, water, gas or other straight pipes, etc., payment shall be made as provided in *Schedule Item* 25-*A*; for new cast-iron hub and spigot pipe, special castings, payment shall be made as provided in *Schedule Item* 25-*B*. These prices shall include the cost of the material delivered and erected in the work, also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material.

Under these Items payment will be made for such new castings as may have to be provided on account of changes, etc., made necessary because of physical interference with the Railroad, as more fully described in Section No. 52. This does not relieve the Contractor, however, of his obligation to preserve all castings that are in a good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new castings.

Special Wire Forms.

Wire Forms.

Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the flanges of beams and girders which are to be completely encased in concrete and at such other places as may be required, in order to hold the concrete in place.

Special wire forms, wherever used, will be paid for at the price stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

14.

Painting.

Number of Coats.

Section No. 195. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, as follows: Shop coat, second coat and finishing coat.

Inspection.

Section No. 196. Paint shall be subject to inspection at the place of manufacture and to such tests as may be ordered by the Engineer. The Engineer shall have access, at all times, to all places to inspect the methods of manufacture, and shall have liberty to inspect the daily laboratory records and analyses of all such paints as are subject to his inspection.

The Contractor shall furnish all facilities required for the proper inspection of the paint and its manufacture. All containers will be sealed by the Inspector at the time of inspection.

Proportions by Weight.

Section No. 197. All proportions mentioned in this specification are by weight, except when otherwise noted.

Formulae.

Section No. 198. The paint formulae are as follows:

Paint Formulae.

	Shop Coat.	Second Coat.	Finishing Coat.
Pigment	500 pounds	37%	44%
Vehicle	16½ gals.	63%	56%
Vehicle Formulae.			
Raw Linseed Oil	⅔ by volume	94%	95%
Boiled Linseed Oil	⅓ by volume	....	....
Drier	.....	6%	5%
Pigment Formulae.			
Red Lead	100%	50%	10%
Lampblack	.....	25%	3%
Magnesium Silicate	.....	10%	10%
Silica	.....	15%	....
Yellow Ochre	.....	....	67%
Chrome Green	.....	....	10%

Weight.

The standard weight of second coat shall be 10 pounds 7½ ounces per gallon.

The standard weight of finishing coat shall be 11 pounds 13 ounces per gallon.

Preparation of Weight.

Section No. 199. The shop coat of paint shall be mixed, as needed, in such quantities as can be used before it thickens in the container. Any paint which settles and thickens before use shall be rejected and a new paint mixed.

The second and finishing coats shall be furnished in a ready mixed form and shall be used without the subsequent addition of any material.

Allowable Variation.

All paints must be properly prepared, using only the specified materials in the proportions stated with an allowable variation therefrom of not over two (2) per centum in the quantity of any material therein. The paint must not vary more than four (4) ounces per gallon from the standard weight.

Raw Linseed Oil.

Section No. 200. Raw linseed oil shall conform to the specifications of the American Society for Testing Materials for the purity of raw linseed oil from North American seed, adopted August 25, 1913.

Boiled Linseed Oil.

Boiled linseed oil shall be made of pure linseed oil heated with lead and manganese salts and shall comply with the following requirements:

Specific gravity at 60° F., minimum	.934
Iodine value (Hanus), minimum	175
Unsaponifiable matter, maximum	1.6%
Fatty acids, maximum	3%
Ash, maximum	0.4%
Moisture, maximum	0.5%
Flash point, minimum	527° F.
Bromine addition Number, minimum	105
Bromine substitution Number (30 minutes), maximum	5
Foots, maximum	11.25%

When boiled linseed oil is flowed over a plate of glass and allowed to drain in a vertical position, it must dry free from tackiness in fifteen (15) hours at 70° F.

Drier.

The drier shall be a pure oil drier consisting of lead and manganese salts dissolved in linseed oil and thinned with turpentine as follows:

Fifteen pounds of Manganese Dioxide plus 10 pounds of varnish makers' red lead, to 50 gallons of oil, boiled to proper consistency and thinned with 50 gallons of turpentine.

Turpentines.

Turpentine shall conform to the specification of the American Society for Testing Materials.

Red Lead for Shop Coat.

Red lead for the shop coat shall be of the best quality, free from all adulteration and shall contain not less than 80% nor more than 90% "True red lead" (Pb_3O_4), not over 1% inert hearth materials (such as silica and alumina), and not more than 0.1% metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Red Lead for Second and Finishing Coats.

Red lead for the second and finishing coats shall be of the best quality, free from all adulteration and shall contain not less than 85% true red lead (Pb_3O_4), not over 1% inert heart materials (such as silica and alumina), and not more than 0.1% metllic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Lampblack.

Dry lampblack must be absolutely neutral and contain at least 98%, by weight, of pure carbon. The tinting power of lampblack used in the finishing coat must be the same as the standard sample.

Magnesium Silicate.

Magnesium silicate shall be a finely ground material of crystaline structure and shall equal the standard sample.

Silica.

Silica shall be ground from rock crystal and water floated. It shall be 99% pure silica (SiO_2) and shall be of such fineness that 99% shall pass through a standard 200 mesh sieve. It shall equal standard sample.

Yellow Ochre.

Yellow Ochre shall be of a good quality, water floated, French Ochre. It shall contain at least 18% Ferric Oxide (Fe_2O_3), and not more than 5% of lime in any form. It must be free from any foreign coloring matter, grit and adulterants. It must equal the standard sample in color and tinting power and in all other respects. It shall be of such fineness that 99% will pass through a standard 200 mesh sieve.

Chrome Green.

Chrome green shall be the same in shade, quality and tinting power as the standard sample. It shall contain at least 24% chemically pure chrome green. This green shall be precipitated (wet process) on pure Barytes and China clay. It shall be free from grit, and shall not contain free lime, calcium carbonate, calcium sulphate, nor more than 1% of lime in any form.

Fineness, Second and Finishing Coats.

Section No. 201. The paint for the second and finishing coats shall be so finely ground that it will conform to the following tests, viz.: (a) When a small amount of paint is placed upon a piece of glass and the glass placed in a vertical position there shall be no separation of the oil from the pigments for at least one hour. This test is to be conducted at 70° F.

(b) Take a ⅝ inch test tube and fill it with pure raw linseed oil to a height of 3½ inches and add paint until the height of the oil is five (5) inches from the bottom. Cork, shake well and let stand in a vertical position for two (2) hours. The opaque mass must not have settled down more than ½ inch and there must be no separation of the coarser particles in the bottom of the test tube. This test is to be conducted at 70° F.

(c) At least 98% of the extracted pigment shall pass through a standard 200 mesh sieve.

(d) When rubbed with a spatula on a piece of glass there shall be no feeling of grittiness.

Standard Sieve.

Section No. 202. By standard 200 mesh sieve is meant, the 200 mesh sieve described in the specification of the American Society for Testing Materials for Portland Cement, adopted August 16, 1909.

Color.

Section No. 203. The shade of the finishing coat shall match the shade of the standard sample.

Drying.

The paint shall dry under normal conditions, dust free, in 12 hours, and so as to be satisfactorily recoated in not less than 24 nor more than 48 hours.

Water.

The amount of hygroscopic moisture in the finished paint shall not exceed ½ of 1%.

Rosin.

There shall be no rosin in the paint as indicated by the Liebermann-Storch reaction.

Working Quality.

Section No. 204. The paint shall not liver nor curdle and shall cover properly and work freely under the brush. The pigment shall remain in suspension in a satisfactory manner.

Tests.

Section No. 205. Tests will be made against standard samples. Analyses will be made by the Engineer according to methods prescribed and on file in the office of the Engineer.

Distance.

Due to the cost of inspection the Contractor will be required to obtain paint which is made within a reasonable distance from New York City, and in as large quantities as practicable. By distance from New York City is meant the distance by railroad, of the paint factory from Manhattan Island. The maximum factory distance is shown in the following tables:

For quantities of less than	250 gal. made at one time,	25 miles.
For quantities of 250 to	500 gal. made at one time,	100 miles.
For quantities of 500 to	1500 gal. made at one time,	200 miles.
For quantities over	1500 gal. made at one time,	700 miles.

Standard Samples.

Samples of standard ingredients, and of the finished paints are on file in the office of the Engineer. Paints and their ingredients shall conform to these standard samples. The Contractor shall submit separate samples of all ingredients intended for use in the paints, upon approval of same, shall then submit two one pint samples of paint for approval.

In those details where no special instructions are given, the paint and its manufacture shall conform to the best accepted practice.

Original Packages.

All material for shop coat shall be delivered, inspected and sampled in their original packages.

Shop Coat.

Section No. 206. All iron shall be scraped free from scale and rust, and receive one coat of red lead paint as herein specified, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops. If the Engineer so directs, the shop coat will be omitted on members or parts of members to be buried in concrete.

Damaged Shop Coat to Be Renewed.

Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as orginally used, such renewal to be considered only as a part of the original shop coat.

Rods.

Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scale and rust removed before being incased in the concrete. Rods shall not be painted.

Field Painting.

After erection the metal shall be thoroughly cleaned of all dirt, rust or scales by stiff wire brushes or sand blast, as directed, and afterward dusted and thoroughly and evenly painted with the second coat described herein. No paint shall be applied until the cleaning has been passed upon by an inspector. The finishing coat shall be applied at such time after the application of the second coat and before the final acceptance of the work, as in the judgment of the Engineer shall be advisable.

Section No. 207. Surfaces of exposed members inaccessible after erection, shall be cleaned and painted before erection.

All recesses that might contain water, or through which water could enter, must be filled with thick paint or a waterproof cement of ground skins before receiving final painting.

Surfaces Close Together.

All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Section No. 208. All paint shall be well brushed out so as to show a smooth, even film of uniform thickness. Round brushes shall be used exclusively in applying paint, except that the Engineer may permit the use of flat brushes on large flat surfaces only.

Rainy or Freezing Weather.

Section No. 209. Painting in rainy or freezing weather or on wet or damp surfaces will not be permitted.

Payments.

Section No. 210. Payment for painting is included in the prices for steel and iron.

15

DUCTS.

One-way Ducts.

Section No. 211. The ducts to contain cables for transmitting electricity for the Railroad shall be in one-way form with circular holes unless otherwise ordered by the Engineer.

Dimensions.

Section No. 212. The dimensions and form of each piece shall conform to the following requirements:

Length, eighteen (18) inches, except that a sufficient number of short pieces of various lengths shall be furnished to lay curves and to piece out at manholes so as to bring the ends of all ducts in a vertical plane.

The minimum inside diameter shall be such as to pass a mandrel three and one-half (3½) inches in diameter.

The outside dimensions shall be not less than five (5) inches nor more than five and one-quarter (5¼) inches, measured at right angles to the flat on each side.

The outside walls measured at the thinnest part of the body of the duct shall be not less than five-eighths (⅝) nor more than three-quarters (¾) of an inch in thickness.

The ducts shall be made square on outer lines with the outside corners cut off to leave a flat surface of not less than three (3) inches; the ends to be cut smooth and at right angles to the axis of the duct and beveled on the inside for a quarter (¼) of an inch.

Combings.

Section No. 213. Each face adjacent to the corner of the duct shall be combed with two (2) sets of three (3) longitudinal combings each, each comb to have a width of one-quarter (¼) of an inch and a depth of not less than one-sixteenth (1-16) of an inch.

Manufacture and Quality.

Section No. 214. All ducts shall be manufactured of the best clay, mixed thoroughly and in proper proportions, burnt hard through its entire thickness until well vitrified but in no case so burnt as to be fused and scoriated. The clay used shall be plastic and smooth, perfectly free from lime-stones, lime pebbles, pyrites and chalk, and sufficiently fireproof to acquire proper density before vitrification takes place. The clay shall be well pulverized and made perfectly homogeneous, and the surface of each piece of conduit both inside and outside, shall be thoroughly glazed in the most approved manner with good salt glaze. The ducts shall be sound and without soft spots, stones, gravel, cracks, breaks or blisters, and the interior surface shall be free from warts, tits, nodules, chips, breaks, rough spots or cracks, that in the opinion of the Chief Engineer may prove injurious. Each duct shall be practically straight and under no circumstances will any piece be accepted which shall have a bow, curve or kink sufficient to prevent the passage of a mandrel twenty-four (24) inches long and three and one-half (3½) inches in diameter. No piece will be accepted if it shall have a bow, bend or kink in more than one direction. Throughout its entire length the bore shall be straight, smooth and circular, and the center of the bore shall be exactly in the center of the conduit.

Inspection.

Section No. 215. All ducts to be subject to inspection, both at the place of manufacture and on the work. All rejected ducts to be promptly removed by the Contractor at his expense.

Alignment and Joints.

Section No. 216. The ducts shall be laid in beds of cement mortar, about one-quarter (¼) of an inch in thickness, with broken joints both horizontally and vertically true to line and grade, and so placed that there shall be no shoulders or offsets in the bore. All interstices shall be filled with mortar. In laying ducts care must be taken to close abutting joints so that practically the ends of all consecutive ducts shall be in contact on all sides.

Wraps.

Section No. 217. Two (2) strips of thick unbleached muslin six (6) inches wide, and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap four (4) inches. The muslin shall be not less than 56x60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings. Metal wraps will not be permitted.

Special Mandrel for Cleaning.

Section No. 218. Ducts shall be laid with a link mandrel of a length and diameter to be prescribed, which shall be drawn through each duct as it is laid. Each section of the mandrel shall be equipped with a heavy rubber or leather washer on one end, so as to remove all projections of mortar that may be in the ducts; the mandrel to be left in each duct until the succeeding duct is laid.

Concrete Envelope.

Section No. 219. The ducts shall be laid within a concrete envelope four (4) inches thick on the top and bottom and three (3) inches thick on the sides, well tamped into place.

Rodding.

Section No. 220. After the duct bank has been completed and backfilled, the manholes built and heads set, the ducts shall be rodded by pushing a soft pine mandrel through the bore, this mandrel to be of approved design, three and one-fourth (3¼) inches in diameter, eight (8) inches long and screwed to the end of the rod. If obstructions are found in rodding the ducts which can not be removed by cleaners, so as to give a clear and smooth opening sufficient to pass the above mandrel without damaging the duct, the duct shall be removed and relaid. All ducts during construction and after being rodded shall be plugged with suitable plugs to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water at least eight (8) hours before being put in place.

Measurement and Payment for Vitrified Railroad Ducts.

Section No. 221. Railroad ducts shall be paid for per duct foot in place at the price herein stipulated for Railroad ducts, *Schedule Item* 18-*A*, which price shall include the cost of furnishing, laying and rodding the ducts, of the concrete envelope and of all other material, including all work, labor and material incidental to the duct line construction as shown on the plans, except excavation and the restoration of the street surface, which will be paid for under *Schedule Items* 1-*C and* 30(*h*); and except duct manholes. The ducts to be provided under *Schedule Item* 18-*A*, shall include only those intended solely for the purpose of the operation of the Railroad.

Duct Manholes.

Section No. 222. Generally the Railroad duct lines in White Plains Road will be constructed near the curb side of the column foundations. But to escape existing subsurface structures they may be placed in other locations as ordered. (See Section No. 274.) Duct manholes shall be built as indicated on the drawings or as directed by the Engineer. These manholes shall be generally at intervals of about four hundred (400) feet. They may vary in form as may be necessary to accommodate the work to local conditions. At manholes the ducts will be laid to conform to the special conditions. Duct manholes will be paid for in accordance with the various classes of work or material applicable in the opinion of the Engineer thereto in the Schedule and at the prices stipulated therein for such classes of work or material.

Manhole Drain Pipes.

The four (4) inch drain pipes for the duct manholes shall be vitrified pipe of the best quality, thoroughly and perfectly burnt, without imperfections, well and smoothly glazed inside and outside and perfect in shape. It shall be paid for at the price stipulated in *Schedule Item* 17(*e*), which price shall include all work, labor and material incidental to furnishing and laying the pipe in place, and including the proper connections with the sewers; except excavation and the restoration of the street surface.

16.

Surfaces Restored.

Pavement to Be Restored.

Section No. 223. As soon as the structure in any excavation or trench made within a street shall be completed and the trench back-filled, a temporary pavement shall be laid and maintained for at least four (4) months in a condition satisfactory to the Engineer; and whenever after such time the earth shall, in the opinion of the Engineer, have become sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Other Sidewalks May Be Laid.

Section No. 224. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such property owner, duly acknowledged in writing by both parties.

In case any property owner desires to lay a sidewalk, or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such sidewalk or other surface covering; in which case the liability of the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

Payment for Street Surface Restored.

Section No. 225. Payment for all street surface restored of whatever character, including that resulting from changes of surface, subsurface and overhead structures made necessary in the opinion of the Engineer because of physical interference with the Railroad or necessary in the opinion of the Engineer for the safe and convenient operation of the Railroad (except as provided in Section 53), and work, labor and material incidental thereto, such as restoring manhole heads and covers, trees, etc. (except as included in Item 25-A), and such as providing all temporary surfaces that may be necessary to maintain traffic pending the final placing of the permanent paving, will be made as provided in Schedule Item 30 (h).

Payment will be made under Schedule Item 30 (h) only when an existing permanent pavement is replaced or where a new permanent paving is ordered by the Engineer. Unpaved surfaces when backfilled shall be left in as nearly the original condition as possible unless otherwise directed by the Engineer.

Restoration of Trees, Etc.

Section No. 226. Where any grass plots or trees exist along any street occupied by the Contractor, proper precautions must be taken to protect them from injury. For every tree removed, injured or destroyed, the Contractor shall set out a new, thrifty tree of the same kind as the tree removed, injured or destroyed, and not less than fifteen (15) feet in height and not less than three and one-half (3½) inches in diameter measured two (2) feet above the surface of the ground (unless smaller trees are acceptable to the Commissioner of Parks), and in such position as the Commissioner of Parks shall indicate. All grass plots, shrubbery and other plants removed or affected by the construction of the Railroad, shall be restored as soon as possible to as good a condition as existed before the commencement of the work. In replanting trees and the replanting of grass plots the Contractor must be governed by the reasonable requirements of the Commissioner of Parks or by other authorities specially charged with the care of these trees or grass plots, and the nature and depth of the soil to be placed therein must be as approved by such authorities and by the Commission. Payment for all the work covered in this paragraph shall be included in the price paid for street surface restored, Schedule Item 30 (h). When work such as is described in this paragraph adjoins a park, it includes such work on the sidewalks in front of the park between the street roadway curbs and the lines of the park.

Parks and Parkways.

In any park or parkway the Contractor must take proper precautions to protect from injury all trees, roads, cross-paths, grass plots, shrubbery and other plants and other park features, and when the same are removed, injured or destroyed by the construction of the Railroad, they (except trees) shall be restored as soon as possible to as good condition as existed before the commencement of the work. The nature and the depth of the soil to be placed and all other work in connection with such restoration must be governed by the reasonable requirements of the Commissioner of Parks or of other authorities responsible for the care of such parks or parkways. For every tree removed, injured or destroyed, the Contractor shall set a new tree, as provided in the preceding paragraph of this section. Payment for park surface restored will be made at the price stipulated in Schedule Item 31, which will include the cost of all work, labor and material required to restore all classes of park surface.

Measurements.

Section No. 227. The measurement for payment for street and park surface restored will be to the ordered net lines of excavation.

Outside of Net Lines.

Section No. 228. All other street and park surface outside of the ordered net lines of excavation that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally as good as that existing previous to the commencement of construction.

Station Concrete.

Section No. 229. Besides the concrete usually required in elevated railroad construction work as specified herein in Sub-division 11, the work to be done under this contract will include concrete construction on the structure of the stations at Sagamore Street and Bronx and Pelham Parkway. Such station concrete shall be constructed in accordance with the requirements of Subdivision 11 (except the requirements of Section No. 116 or except as otherwise qualified in this subdivision), and also in accordance with the requiremnets of this subdivision. All concrete on the above mentioned stations above the top of the Railroad column foundations will be considered, measured and paid for as Station Concrete masonry. All other concrete masonry will be paid for as stipulated in Subdivision 11, Schedule Item 6.

Lumber for Forms and Centers.

Section No. 230. The lumber for wooden forms and centers shall be spruce or Norway pine or other approved wood, sound and free from knots, shakes and rot. The lumber for forms shall be tongued and groved; also it shall be dressed on the side next to the concrete surfaces which will be exposed in the finished work, and it shall be dressed in any other manner which may be necessary to secure watertight and smooth fitting forms.

Metal Forms.

Section No. 231. Metal forms, if used, shall be made of metal sufficiently thick to retain their shape without the use of wood. No forms made of wood and covered with iron will be permitted.

Character of Forms.

Section No. 232. Forms shall be constructed by experienced and capable workmen and must be of first-class workmanship throughout. For exposed surfaces of concrete they must be smooth and the boards must be carefully matched. The forms must be constructed so as to secure beveled or chamfered edges for beams and colums where ordered; and when required the edges or corners of the forms must be rounded at interior angles formed between intersecting concrete surfaces. The foms also shall be constructed so that the lagging can be removed without disturbing the support for the concrete, in order that the concrete surface may be subjected to a finishing process when the concrete has reached the proper age for treatment. All forms shall be lubricated with a thick and heavy filler oil of a quality known as "sludge" or its equal. Just before being used forms must be carefully cleaned of all cement, dirt and debris in order to provide for a perfectly smooth face to the exposed surface of the concrete.

Placing Forms.

Section No. 233. Every precaution shall be taken in placing or assembling the forms to do so in such a manner that when removed, after the concrete has been

placed, the faces of the concrete that are to remain exposed shall present a smooth and even surface.

Forms Removed.

Section No. 234. Forms shall be removed as soon after the concrete has been placed as may be done with safety to the work, but no forms shall be removed without previous notification to the Engineer. Such notification shall not relieve the Contractor of responsibility for the construction and for the removal of such forms. Immediately on the removal of the forms the faces of the concrete that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. All projecting wires, bolts or other devices that are used for holding forms and that pass through the concrete must be cut off at lest one (1) inch beneath the finished surface and the ends covered with mortar. Care shall be taken to form perfectly all edges, arrises and mouldings. If after the removal of the forms it is found that any of these lines are imperfect the cement film shall be cut away to insure a proper bond and such lines shall be restored. In order to secure a uniform surface color and texture, the mortar to be used for filling voids, to cover the ends of projecting wires, bolts or other devices and to restore edges, arrises and mouldings shall be of the same materials and of the same proportions as that contiguous to such restored work.

Made Smooth to Receive Waterproofing.

Section No. 235. Concrete to which waterproofing is to be applied shall be made smooth at the time of laying and shall be carefuly protected from injury until thoroughly set.

Impervious to Water.

Section No. 236. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view and if required, it shall be carefully troweled as may be directed in order to add to its imperviousness. Surfaces which require special provision for drainage shall be troweled.

Concrete Finish.

Section No. 237. Surfaces of the station concrete masonry shall be finished as indicated on the contract drawings, or as ordered. Where natural concrete finish is called for, the surface shall be bush-hammered, rubbed, washed, dressed, tooled or otherwise treated on the surface as directed. Care must be taken to insure the flushing of the cement against the forms. This should be done by careful spading and puddling while concrete is being placed, for which special tools shall be provided as required. Samples of concrete will be required for this work which shall be dressed as directed to determine the kind of finish which shall be required. These samples shall be made of light sand and of different grades of gravel as directed.

Tools.

Section No. 241. In order to remove the cement film and to obtain the desired surface treatment the wire brush, sand blast, pneumatic hammer or tools ordinarily used for dressing stone surfaces shall be used when required.

Recesses for Tiles.

Section No. 242. Where inlaid colored tiles are shown on the contract drawings, or are ordered, recesses shall be provided in the concrete for the reception of the tiles. These recesses shall be scored or channeled, by attaching strips of wood to the forms, or in some other satisfactory manner, in order to secure a proper bond for the tiles.

Reinforced Concrete for Elevated Structures, How Paid For.

Section No. 243. The Station Concrete masonry shall be measured in place in the work to the prescribed net lines as shown on the contract drawings, or as ordered by the Engineer, and shall be paid for at the price stipulated in Schedule Item 6-G; which price is to include the cost of all scaffolding, centers, forms and removing the same, of all raised or depressed surfaces in the concrete required for ornamental effect, of providing recesses in the concrete for inlaid colored tile, all troweling where required, and of all work, labor and material incidental thereto, payment for which is not herein elsewhere *specifically* provided for under other Schedule Items.

Natural Concrete Finish, Payment For.

Section No. 244. The natural concrete finish will be measured on the basis of the actual area covered in place and payment therefor will be made at the prices stipulated in Schedule Item 6-B, which price will include the cost of the samples of finish as herein required, of all scaffolding, tools, forms and the removal of the same, etc., and of all other incidental work, labor and material.

18.

WATERPROOFING.

Waterproofing, Where Required.

Section No. 245. The track floors in the stations at Sagamore Street and Bronx and Pelham Parkway shall be waterproofed, as shown on the contract drawings, or as ordered.

Surfaces to Be Made Smooth.

Section No. 246. All surfaces to which waterproofing is to be applied shall be made as smooth as possible and shall be thoroughly dry before waterproofing is applied; on these surfaces there shall be spread either hot melted pitch or asphaltum in a thick layer of uniform thickness; on this layer of pitch or asphaltum shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until four (4) plies, as required have been placed and a final coat of pitch or asphaltum shall then be applied. Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Definition of Term "Ply."

Section No. 247. The term "ply" as used in these specifications shall mean a layer of treated woven fabric both sides of which shall be coated with pitch or asphaltum at the time of laying.

Leaks to Be Stopped.

Section No. 248. Any leaks that are found at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leaks stopped, at the sole expense of the Contractor.

Quality of Pitch.

Section No. 249. Pitch shall consist of either coal-tar or natural asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Coal-tar Pitch.

Section No. 250. The coal-tar pitch shall be straight-run pitch containing not less be repeated until four (4) plies, as required, have been placed and a final coat of pitch than twenty-five (25) per centum and not more than thirty-two (32) per centum of free carbon, which will soften at approximately 70 degrees F., and melt at 120 degrees F., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Asphalt.

Section No. 251. The asphalt used shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than 95 per centum of bitumen soluble in cold carbon disulphide, and at least 98½ per centum of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When twenty (20) grams of the material are heated for five (5) hours at a temperature of 325 degrees Fahr. in a tin box 2½ inches in diameter it shall not lose over 5% by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than one-half (½) of the original penetration.

The melting point of the material shall be between 100 degrees and 175 degrees Fahr. as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one (1) square centimeter shall have a ductility of not less than twenty (20) centimeters at 77 degrees Fahr., the material being elongated at the rate of five centimeters per minute. (Dow moulds.)

All tests herein specified must be conducted according to methods approved by the Engineer.

The penetrations indicated herein refer to the depth of penetration in hundreth centimeters of a No. 2 cambric needle weighted to one hundred (100) grams at 77 degrees Fahr. acting for five (5) seconds.

Woven Fabric for Waterproofing.

Section No. 252. The fabric to be used shall be a woven fabric which shall have been treated with pitch or asphaltum before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Fabric for Waterproofing to Be Carefully Laid.

Section No. 253. The fabric must be rolled out into the pitch or asphaltum while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that the ends of the rolls are carried up on the side as shown on the contract drawings, or as ordered.

Protective Concrete.

Section No. 254. When the finishing layer of concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch or asphaltum.

Skilled Labor to Be Employed.

Section No. 255. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 256. Measurements for waterproofing will be made on the basis of actual area covered by the number of plies ordered, no account being taken of laps, and the waterproofing will be paid for as herein stipulated in Schedule Item 15, which price is to include all work, labor and material in connection therewith.

19.

DRAINS.

Stations to Be Drained.

Section No. 257. The platform canopies and track floors of the stations at Sagamore Street and Bronx and Pelham Parkway as far as possible, shall be arranged so that any water finding access thereto will be led away automatically to drains leading to the gutter or to the City sewers as required.

The station and toilet room drainage shall also be arranged to discharge into the sewers.

Connections with City Sewers.

Section No. 258. Where drain pipes connect with the City sewers the junction shall be protected by suitable traps located in accessible manholes below the surface of the street. Connections with the Railroad shall be as necessity demands and all as directed by the Engineer.

Pipes, Fittings, Etc.

Section No. 259. The drain pipes and fittings shall be of cast iron, "extra heavy," and all bends or offsets shall be made with large radius elbows, wyes or tee-wye fittings. The whole or any part of the drain pipes may be built into the masonry structure and suitable hand-holes and clean-outs shall be provided.

Measurement and Payment.

Section No. 260. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Item 17-A. The prices herein stipulated for each class of pipe will include the cost of providing and laying the pipe, of all specials of any nature whatever, such as bends, tees, wyes, hand-holes, clean-outs, traps, etc., of all material for jointing same, of the connections to the City sewers with the necessary manholes, and of all work, labor and material incidental to furnishing and laying such drains and appurtenances, payment for which is not herein elsewhere *specifically* provided for under other Schedule Items

20.

CONDUITS.

Quality of Iron Pipe Conduit.

Section No. 261. All iron conduits used for any purpose in connection with the work herein shall be of the best grade (Galvaduct or equal) standard weight wrought iron or steel piping, protected inside and out by a coat of zinc or enamel. It shall be delivered to the work in bundles of full length pipes, each length marked with the trade mark of the manufacturer. It shall bend cold ninety (90) degrees about a radius equal to ten diameters without signs of flaw or fracture in either pipe or enamel.

Cleaning and Workmanship.

Section No. 262. All conduits shall be carefully cleaned before and after erection, and all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable.

Joints Water-tight.

Section No. 263. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight job.

Support and Protection.

Section No. 264. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that the same shall not be injured by the building operations.

Section No. 265. Conduit not built into the structure shall be supported by approved pipe straps located not more than eight feet apart, or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Bends and offsets may be made in the field if proper tools are used, but in no case shall deformed, split or crushed conduit be erected. All bends and offsets not hand formed shall be made by the use of standard large radius elbows. Not more than two right angle bends shall be made between any two outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 266. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit and fittings placed in the work—in accordance with the requirements—and payment for the same, including all incidental work, labor and material, shall be as herein stipulated in Schedule Item 32.

Outlet and Pull Boxes and Payment for Same.

Section No. 267. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. The ends of all conduits inside of boxes shall be fitted with bushings. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. The price for each cast-iron outlet and pull box furnished and placed in the work, including all incidental work, labor and material, shall be as herein stipulated in Schedue Items 33 and 33-A.

21.

SPECIAL MATTERS.

General Specifications Govern.

Section No. 268. The provisions of this subdivision are for the purpose of calling attention to special matters, but except as herein otherwise *expressly* provided the foregoing general specifications shall remain unmodified and unaffected hereby.

Station and Other Finish Work.

The work to be done under this contract includes the furnishing and constructing complete in place of the finish of all exposed concrete surfaces of the station concrete, at the price stipulated in Item 6-B, of all inlaid colored tile work, Item 6-D, of all raised or depressed surfaces in the concrete required for ornamental effect, included in Item 6-G; of all steel work for the station canopies, Item 19; and of all work, labor and material incidental to any of the foregoing work, payment for which is not elsewhere *specifically* provided for under other Schedule Items.

Station finish work not specifically mentioned in this section, though shown on the plans, is not included in the work to be done under this contract.

Inlaid Colored Tile.

Section No. 269. Inlaid colored tile shall be wet-pressed, hand-made, weatherproof, glazed or other approved tile of sizes, shapes and color as required. Samples shall be submitted for approval. Payment for furnishing, delivering and setting such inlaid colored tile, as measured in place in the work, will be made at the price stipulated in Schedule Item 6-D, which price shall include the cost of all work, labor and material incidental thereto. The Contractor guarantees that such tile will remain in place and will not disintegrate or craze within three (3) years from the final completion and acceptance of the Works and will promptly renew any tile which may not remain in place or which may disintegrate or craze within such period.

Retaining Walls.

Section No. 270. The Contractor will be required to construct concrete retaining walls and abutments as indicated on the drawings. Forms for the exposed faces of the concrete retaining walls and abutments shall be constructed as specified in subdivision 17 for station concrete. The forms shall be removed as soon after the concrete has been placed as may be done with safety to the work, but no forms shall be removed without previous notification to the Engineer. Such notification shall not relieve the Contractor of responsibility for the construction and removal of such forms. Immediately on the removal of such forms the faces that remain exposed shall be carefully examined and any irregularities of the surface corrected, projections

removed and voids filled with mortar. The surface shall be immediately wet and rubbed down until all form marks and other irregularities have been removed, leaving a smooth and uniform surface. All projecting wires, bolts or other devices that are used for holding forms and that pass through the concrete must be cut off at least one inch beneath the finished surface and the ends covered with mortar. In order to secure a uniform surface and texture the mortar to be used for filling voids and to cover the ends of projecting wires, bolts, or other devices shall be of the same material and of the same proportions as that contiguous to such restored work.

Payment for Concrete.

Payment for concrete in retaining walls and abutments will be made at the price stipulated in Schedule Item 6, which price is to include the cost of all the work, labor and materials, including the forms, surface finish, etc., and no additional payment will be made under other Schedule Items or otherwise.

Embankment.

Section No. 271. The Contractor will be required to make the embankment between station 20+50 and station 42+05, as indicated on the contract drawings, from material obtained according to the following provisions of this Section and the provisions of Section No. 68 and Section No. 272:

All suitable material in the present embankment located between Bronx Park and the New York, Westchester & Boston Railroad and extending from East 180th Street to and including the new abutment at or near station 20+50, above the adjacent filed grade elevation of East 180th Street, shall be used in making the new embankment required between station 20+50 and station 42+05; payment for the removal of such material and placing it in the new embankment will be made at the price stipulated in Schedule Item 1-E and no other payment will be made therefor under any other Schedule Item or otherwise.

Material for Embankment.

Section No. 272. Material for the embankment, except as specified in Sections 68 and 271, shall be furnished by the Contractor and deposited in layers to the full width of the slope and not widened with loose material from the top. The most suitable material shall be reserved for finishing the last twelve (12) inches of the surface, and the material within two (2) feet of the subgrade shall be of the same character as that described in Section No. 75. The embankment shall be completed to such height above subgrade and to such increased width as will in the opinion of the Engineer allow for shrinkage, compression and erosion. The subgrade shall be compacted and finshed to a true surface and no depression shall be left that might hold water.

Material deemed to be unsuitable by the Engineer shall not be placed in the embankment.

Should the site of the embankment during the construction of the embankment be or become covered with snow deep enough to impair the utility of the work, the snow shall be removed and deposited beyond the toe of the slope without extra compensation. Payment will be made for well settled embankment in place to the ordered slope lines and grades, at the price stipulated in Schedule Item 1-E, except as provided in Section No. 68, and no other payment will be made therefor under any other Schedule Item or otherwise.

Connection With Interborough Structure.

Section No. 273. At the southerly end of this contract section connection must be made with the steel structure of the Interborough Company's Storage yard. The columns and cross girders of the end bent in said yard to which connection is to be made must be reinforced to give the strength required to support the new girders, as determined by the Engineer. Payment for above work will be made under Schedule Item 19, which price is to include the cost of all work, labor and materials, and no other payment will be made under other Schedule Item or otherwise.

Railroad Duct Line.

Section No. 274. The Railroad duct line if built will be carried from the southerly end of this contract section through Walker Avenue, Morris Park Avenue and White Plains Road to the northerly end of this contract section. However, the duct line may be omitted entirely or in parts where the streets have not been fully graded.

Other Work in Progress.

Section No. 275. White Plains Road from a point near Old Unionport Road to a point at or near Thwaite's Place is now being graded. It may not be possible to allow the Contractor to do any work along such part of White Plains Road before July 1, 1914. Upon this point the Commission shall be the sole judge. No extension of time or extra compensation or other concession will be made to the Contractor on this account.

Foundations in Filled Ground.

Section No. 276. On White Plains Road between Bear Swamp Road and Bronx and Pelham Parkway the Contractor will be required to carry the column foundations down through the newly made fill to a solid ground foundation.

IV.

SECURITY TO BE FURNISHED BY CONTRACTOR.

Contractor's Bond.

Article XXVII. Simultaneously with the execution and delivery of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto, entitled, "Form of Contractor's Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission in the sum of one hundred thousand ($100,000) dollars. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten (10) days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety to be approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail, within such ten (10) days or such further time, if any, as the Commission may grant, to substitute another and sufficient surety, then the Contractor shall, for all the purposes of this contract, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and the Commission may terminate this contract or may bring any proper suit or proceeding against the Contractor and the sureties, or either of them, or may require the Comptroller or the Interborough Company or both the Comptroller and the Interborough Company to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller and such amount shall in such case be deemed to have been paid by the Interborough Company to the Contractor upon this contract; and the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to the Comptroller) shall be held by the Comptroller as collateral security for the performance of the condition of the bond.

Deposit of Cash or Securities.

*Article XXVIII. The Contractor may at his option deposit with the Comptroller in lieu of said bond or of any part thereof, an equal amount in cash or in value of securities. If securities be deposited they shall be securities of which a schedule shall be hereto annexed, entitled Schedule of Securities, and there shall be deposited with them the written approval of the Commission which it shall give when satisfied as to the character thereof. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities in which the savings banks of the State of New York are then authorized by law to invest moneys, or shall, in the opinion of the Commission, at any time become of less value than the value stated for it or them in the said schedule,—then within ten days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule, or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten (10) days or such further time, if any, as the Commission may grant, substitute such new securities, or make such deposit of cash, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor or his sureties, the Commission may require the Comptroller or the Interborough Company or both the Comptroller and the Interborough Company to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract, the amount of the original valuation of such securities objected to; and the Interborough Company shall pay over any amount so deducted by it to the Comptroller; and the Comptroller shall hold the moneys so deducted (including any moneys so deducted and paid by the Interborough Company to him) in lieu of such securities, as if part of the original deposit or as if deposited with him as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon this contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

City to Collect Interest.

The City shall from time to time collect all interest, dividends or other profits or income on any securities deposited by the Contractor, and shall, when and as collected, pay the same to the Contractor. If the securities are in the form of coupon bonds the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other profits or income on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security For.

Article XXIX. The said deposit whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance, and in the further case that the City shall for or by reason of such failure, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense through such default as hereinafter provided, then the Comptroller shall forthwith pay or apply to the use of the City the amount of such expense out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. *The Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in The City of New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be not less than ten days before the sale and such publication to be made three times within such ten days. Any such sale shall be adjourned from time to time if requested by the Commission. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale, all expenses thereof and of such advertisement, and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten days after notice from the Commission so to do shall (unless the time be extended by the Commission) by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name of and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for damages or loss to person or property occurring on account of the work hereunder whether caused by the negligence, fault, or default of the Contractor or otherwise for which it shall be claimed that the City shall be liable, then and in that case the said deposit, or such part thereof as the Commission shall prescribe, shall, upon the requirement of the Commission, be reserved by the Comptroller for a reasonable time as security to the City against such claims. And the amount of any such damages or costs paid by the City to others or for which the City shall be liable to others, shall be deducted from the said deposit before the same shall be returned to the Contractor as hereinafter provided.

On Completion of Works.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit, or so much thereof as shall not have been reserved or used or applied for any of the purposes above mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal ten (10) per centum of the sum of the amounts resulting from the product of the estimated approximate quantities and the Unit Prices as contained in the Schedule of Unit Prices in the Contractor's Proposal. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing with the Comptroller corporate stock of The City of New York of a market value equal to the amount so withdrawn from the City or the Interborough Company, as the case may be, in which event the provisions of this chapter in respect of securities shall also apply to such corporate stock. The Interborough Company shall pay to the Contractor such portion of the amounts retained by it as are to be so withdrawn from it upon the certificate of the Comptroller that such corporate stock of a market value equal to such amount to be withdrawn from it has been so deposited with him.

V

PAYMENTS TO CONTRACTOR.

Partial Payments.

Article XXXV. The Contractor shall look to the Interborough Company for the payment of the sums earned under this contract to an amount not exceeding eight hundred sixty-eight thousand, six hundred eighty and 24-100 ($868,680.24) dollars, which the Interborough Company agrees to pay in the manner hereinafter provided, and to the City for all sums over and above such amount. The Interborough Company shall not be liable hereunder beyond said amount. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time, as the work progresses, but not more often than once a month, make in writing an estimate in duplicate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the unit prices contained in the Contractor's Proposal), provided, however, that estimates may at any time be withheld or reduced, if, in the opinion of the Engineer, the work is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Costractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000) dollars. The Engineer shall further include accepted structural iron and steel delivered on the site of the work, or on property owned or leased by the City, but not incorporated in the work, at an amount equal to sixty (60) per centum of the price stipulated in the Schedule for such iron or steel. But the quantity of such structural iron and steel included in any partial estimate or estimates shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. No materials not incorporated in the work, excepting such structural iron and steel, shall be included in partial estimates.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

*Articles XXVIII to XXXII inclusive will form part of the contract only in case the Contractor elects to deposit cash or securities in lieu of a bond or to deposit corporate stock of The City of New York in lieu of retained percentages.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall forthwith prepare and certify two vouchers aggregating eighty-five (85) or ninety (90) per centum of the amount stated in such estimate or certified to be the value of the work done and materials furnished as provided in Article XXXIII. One of such vouchers shall be payable by the City and the other of such vouchers shall be payable by the Interborough Company. The voucher payable by the City shall be for an amount equal to five (5) per centum of such estimate less five (5) per centum of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The voucher payable by the Interborough Company shall be for an amount equal to ninety-five (95) per centum of such estimate less ninety-five (95) per centum of the amount to be deducted from such estimate as retained percentages as provided in Article XXXIII. The Commission shall thereupon transmit the voucher payable by the Interborough Company accompanied by a duplicate original of such estimate to the Interborough Company for payment and the Interborough Company within thirty (30) days after the receipt of such voucher shall pay the same to the Contractor. The voucher payable by the City shall be paid within thirty (30) days after the date of the certification of such voucher by the Commission. Provided, however, that the City may and the Interborough Company may, and upon the requirement of the Commission, shall at all times reserve and retain from said partial payments or any of them, in addition to the ten (10) or fifteen (15) per centum mentioned in Article XXXIII, any sum or all sums which by the terms hereof, or of any law of the State of New York, either the City or the Interborough Company, or both the City and the Interborough Company, may be authorized to reserve or retain.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part, and all work under this contract, the Engineer shall so certify, in writing, and in duplicate, to the Commission, and in his certificate shall state, from actual measurements, the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this contract and also the balance of the amount remaining of the maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder after deducting all such sums as shall theretofore have been paid by the Interborough Company to the Contractor under the provisions of this contract (including interest, if any, paid under the provisions of Article XXXIX hereof) and any other sum or sums which the Engineer shall state in such certificate should be deducted. Upon the receipt of such certificate the Commission shall forthwith prepare and certify two final vouchers (or one, payable by the Interborough Company, in the event hereinafter specified) aggregating the amount remaining after deducting from the amount or value of such work done under and according to the terms of this contract as stated in such certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract (exclusive of interest, if any, paid under the provisions of Article XXXIX) and also any sum or all such sums of money as by the terms hereof either the City or the Interborough Company or both the City and the Interborough Company may be authorized to reserve or retain; provided, however, that nothing herein contained shall be construed to affect the right, hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work should the said certificate be found or known to be inconsistent with the terms of this contract or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor, or of the measurements upon which it is based. One of such final vouchers shall be payable by the City and the other shall be payable by the Interborough Company. The voucher payable by the Interborough Company shall be for the balance remaining of such maximum amount specified in Article XXXV hereof for which the Interborough Company is liable hereunder or so much thereof as may have been certified by the Engineer; provided, however, that if such balance or so much thereof as may have been certified by the Engineer shall equal or exceed the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid, then the voucher payable by the Interborough Company shall be for such remaining amount, and no voucher shall in that case be prepared or certified for payment by the City. The Commission shall transmit such voucher payable by the Interborough Company accompanied by the duplicate original of such final certificate to the Interborough Company and the Interborough Company on or before the expiration of ninety (90) days after the receipt of such voucher and certificate shall pay the amount due on such voucher. The voucher payable by the City shall be for the difference between the amount aforesaid remaining from the amount or value of the work done under and according to the terms of this contract as stated in such certificate after making the deductions aforesaid and the amount of the voucher payable by the Interborough Company. The City shall pay the amount due on such voucher payable by it on or before the expiration of ninety (90) days after the acceptance of the work herein agreed to be done by the Contractor and the filing of a certificate of the completion and acceptance of the work in the office of the Comptroller signed by the Engineer and the Commission.

Interest in Case of Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVIII in the case of final payment, the City shall pay if the delay shall occur in the case of a voucher payable by the City and the Interborough Company shall pay if the delay shall occur in the case of a voucher payable by the Interborough Company to the Contractor interest on such amount at the rate of four and one-half (4½) per centum per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. Provided, however, that the Contractor shall not be entitled to interest on any sum or sums which by the terms hereof or of any law of the State of New York either the City or the Interborough Company or both the City and the Interborough Company may be authorized to reserve or retain. The term for which interest shall be paid shall be reckoned, in the case of a partial payment by the City from the thirtieth day after the certification of such voucher by the Commission and in the case of a partial payment by the Interborough Company from the thirtieth day after the receipt of such voucher by the Interborough Company, and in the case of a final payment by the City from the ninetieth day after the acceptance of the work by the Commission and the filing of such certificate of the completion and acceptance of the work in the office of the Comptroller and in the case of a final payment by the Interborough Company from the ninetieth day after the date of the receipt of such voucher and the final certificate by the Interborough Company, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance or of the Interborough Company, as the case may be. If interest shall become due on any partial payment the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller or the Interborough Company, as the case may be, for payment in the usual manner. But the provisions of this Article as to payment by the Interborough Company of interest on any final payment due from the Interborough Company shall be subject, as between the City and the Interborough Company, to the provisions of Article XII of said contract dated March 19, 1913, to the effect that if, after the contribution of the Interborough Company shall have been exhausted, there shall accrue any valid claim against the Interborough Company in connection therewith, whether by reason of outstanding contracts or otherwise, the City shall on demand of the Interborough Company promptly settle and pay such claim or claims. Provided, however, that the Interborough Company shall not be entitled to charge to cost of construction or cost of equipment under the said contract of March 19, 1913, interest on any payment the delay in the payment of which has been occasioned otherwise than in good faith or for causes beyond the control of the Interborough Company.

No Estoppel.

Article XL. The City shall not, nor shall any Department or officer thereof, be precluded or estopped by any return or certificate made or given by the Commission, any Engineer, or other officer, agent or appointee thereof under any provision of this contract, from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer, or any of its employees, nor any order, measurement or certificate by the Engineer, nor any order by the Commission for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the Commission, nor any extension of time, nor any possession taken by the Commission, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission, or of any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance by the Contractor of the final payment by the City or by the Interborough Company in case no final voucher shall be certified for payment by the City as aforesaid shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the Commission, the City, the Interborough Company or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained by the City as provided in this contract. The acceptance by the Contractor of payments by the Interborough Company, whether partial or final, aggregating the maximum amount specified in Article XXXV hereof shall be and shall operate as a release to the Interborough Company from all claim and liability to the Contractor hereunder.

Contractor's Claims for Damage; Statements of Damage To Be Filed With Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Commission, or its agents, he shall, within ten days after the sustaining of such damage, make a written statement of the nature of the damage sustained to the Engineer. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and, unless such statement shall be made as thus required, his claim for compensation may be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. All provisions of the Lien Law relating to liens under contracts for public improvements and the discharge and enforcement thereof shall be deemed to apply to the moneys of the Interborough Company to the extent of the amount thereof due or to become due to the Contractor under this contract as though such moneys were the moneys of the City applicable to this contract, provided, however, that the notice of such lien and all subsequent notices relating thereto shall be served upon the Interborough Company as well as upon the Comptroller and the Commission.

If at any time before or within thirty (30) days after the whole work agreed herein to be performed has been completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller (and with the Interborough Company in case a lien is sought upon the moneys of the Interborough Company as aforesaid) any such notice as is described in the Lien Law, the City or the Interborough Company or both the City and the Interborough Company may retain from any moneys which would otherwise be payable to the Contractor hereunder by the City or the Interborough Company an amount or amounts sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice, until such lien shall be discharged as provided by law. If such lien shall be foreclosed according to law, then the City or the Interborough Company or both the City and the Interborough Company may pay the amount necessary to satisfy such lien, with interest and costs, to the person entitled thereto, and such payment shall be deemed to be a payment hereunder to the Contractor by the City or the Interborough Company or both the City and the Interborough Company, as the case may be. If the amount or amounts so retained shall not be sufficient to satisfy such lien so foreclosed with interest and costs, the deficiency may be retained by the City or the Interborough Company or both by the City and the Interborough Company out of any moneys thereafter becoming due to the Contractor hereunder.

VI

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving no Damage.

Article XLV. The Contractor expressly admits and covenants to and with the City that the plans and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent, abutting or overhead buildings or structures or surfaces; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall not excuse the Contractor in case of any such damage.

It is the intention of this contract that in addition to indemnifying the City against all claims for damages, the Contractor shall also be liable to the owners of adjacent, abutting or overhead property or of buildings or structures thereon and to all tenants or occupants of such buildings or structures, for all physical injuries to property or person which may be occasioned by the work of construction, even in cases where such owners, tenants or occupants have no legal claim against the City for such injuries.

Traffic to be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways, or other public places as provided in the specifications, and shall take all necessary precautions to place proper guards for the prevention of accidents, and put up and keep at night suitable and sufficient lights.

Indemnification for Accidents, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to persons or property occurring on account of and during the performance of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to persons or property, and from all costs and expenses in suits which may be brought against the City for such injuries to person or property; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor or his employees or otherwise.

Money Due the Contractor May be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for loss or damage to person or property as aforesaid, the amount of such claim or so much thereof as the Commission shall deem reasonable, shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller or by the Interborough Company or both the Comptroller and the Interborough Company out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums hereinbefore authorized to be so retained), as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a Court of competent jurisdiction, or shall have been admitted by the Contractor to be valid, the said claim or claims may be paid from the amount so retained and the balance, if any, paid to the Contractor.

Should there be any unsatisfied claims for injuries to persons or property at the time when the final estimate for the work is made and returned, the Engineer shall have the right to retain out of said final estimate a sum in his judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Engineer may further, if in his judgment such a course is necessary, at the time of making the final estimate, and as a condition to making the same, require the Contractor to continue his bond or other security or any part thereof, for a time not exceeding the time when such claims would be legally barred, as security against any claims then unsatisfied or not presented.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners or tenants of adjacent or abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall, whenever in his judgment it shall be necessary or proper, cause a detailed examination of any adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel to be examined, or his, or their duly authorized representative, shall be invited by a notice in writing delivered to a person apparently in charge of the premises to be present, and the Contractor, or his duly authorized representative, shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor, and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above.

Damage to Works During Construction.

Article L. All risk of loss or damage to the Works, or to any part thereof, or to any of the materials, tools, implements or other things used in doing the work, prior to final completion, is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract, without additional cost to the City or the Interborough Company by reason of such loss or damage.

VII.

City to Secure Contractor Against Interference by Injunctions, to Acquire Real Estate, Etc.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor, so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owners, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself responsible for any claims made against the City for any infringement of patents by the use of patented articles in the performance and completion of the work, or of any process connected with the work agreed to be performed under this contract, or of any materials used upon the said work; and shall save harmless and indemnify the City for all costs, expenses and damages which the City shall be obliged to pay by reason of any infringement of patents used in the performance and completion of the work.

Acquisition of Real Estate.

Article LIII. The City will acquire all such real estate and rights of way or other rights, terms, franchises, easements and privileges therein which, in the opinion of the Commission, it shall be necessary to acquire or extinguish for the purpose of constructing the Works free of interference or right of interference; provided, however, that this covenant shall not apply to or include any damages for physical injuries to property referred to in Chapter VI hereof, whether or not compensation for such damages be awarded in a condemnation proceeding. If compensation for any such damages shall be included in an award in condemnation proceedings the Contractor shall, upon demand, promptly reimburse the City for any payments made by it for such purposes.

VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within sixty (60) days after the delivery of this contract. The entire work covered by this contract shall be completed in all respects within eighteen (18) months from the date of delivery of this contract.

Price to be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed, or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad herein contracted for is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that damages shall be liquidated and paid as follows: The Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing the entire work to be done under this contract the sum of One hundred and fifty ($150) dollars, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct or to require the Interborough Company to deduct and pay to the City such amounts from any moneys due or to become due to the Contractor under this contract. But in case the Contractor shall be delayed by reason of any labor strike not caused or instituted or provoked by the Contractor or by any sub-contractor, agent or representative of the Contractor, (which fact the Contractor shall prove to the satisfaction of the Commission), or in case the Contractor shall be delayed by any injunction or by any interference of public authority, and in case the Contractor cannot, notwithstanding such strike, injunction or interference, with reasonable diligence make up for the delay so ocasioned by speedier work when the Contractor shall not be so interefred with, then the said date for completion shall be extended by resolution of the Commission to a date later than the expiration of the said period by the amount of the time of such delay.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension except if and from the time when the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained, and to move to dissolve the same or otherwise, as the Commission or City may deem proper. If necessary the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear, for that purpose, as counsel or attorneys for him.

In Case of Variation of Quantities.

Article LVII. The time stipulated within which to complete the Work is based upon the quantities of the various items entering into the work as stated in the form of proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Engineer shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVIII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension, other than extending the time for completing the work as much as it may have been delayed by such suspension.

Extensions Not Cumulative.

Article LX. It is expressly understood, however, that the periods of extension referred to herein shall not be cumulative, but only the single period of delay giving the greatest extension shall be taken into consideration.

Permission to Complete Contract Not a Waiver.

Article LXI. The permitting of the Contractor to go on and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, or the making of partial payments to the Contractor after any such periods, shall in no wise operate as a waiver on the part of the City or the Interborough Company of any of its rights under this contract.

IX

Remedies in Case of Contractor's Default.

In Case of Default.

Article LXII. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commission that the performance of this contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the provisions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms hereof, or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Commission, the Commission may

May Take Charge of Work.

(1) Notify the Contractor, by a written notice, to discontinue all work, or any part thereof, under this contract, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof; and the Interborough Company shall, upon the requirement of the Commission, deduct and pay to the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor from it under and by virtue of this contract, the amount of such expense or such portion thereof as the Commission shall require, to be applied by the City to the payment of such expense, and such moneys so deducted and paid to the City shall be deemed to have been paid to the Contractor by the Interborough Company upon this contract. And in case such expense shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this article of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in no wise to hinder or interfere with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to do any part of the work or to complete the same under the provisions of this article of the contract. And

Or Proceed Upon Bond.

(2) The City may also proceed as to the Commission shall seem proper upon the bond or other security in its possession. And

Or May Bring Suit.

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any relief or for any purpose proper under this contract.

X

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond, and if any such correction or change affects the obligations of the Interborough Company hereunder, by the Interborough Company; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission or any officer or director of the Interborough Company personally under or by reason of this contract or any of its articles or provisions.

Contractor Not to Assign, Sublet, etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City and the Interborough Company shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City or the Interborough Company in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commission under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of this Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including section 3 thereof as re-enacted by chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City, where the work hereby contemplated, about or in connection with which such labor is performed, is in its final or completed form to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect, unless the Contractor shall comply with the provisions of this section. In obedience to the requirements of section 14 of the Labor

Law it is further provided that if the provisions of the said section 14 are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein; and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law, and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

ARTICLE LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof the same shall be deemed of no effect, and shall upon the application of either party, be struck from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

Interborough Company Party to This Contract.

Article LXX. The Interborough Company is a party to this contract solely for the purpose of paying out its contribution toward the cost of construction of the Railroad as provided in the said contract dated March 19, 1913, and the fact that it is a party to this contract with the City and the Contractor shall not deprive it of any rights, claims or remedies which as owner or lessee of any elevated railroad or abutting property or otherwise, it might otherwise possess or assert against the City or the Contractor.

Testimonium.

In Witness Whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President; and the Contractor has caused its corporate seal to be hereto affixed and these presents to be executed by its proper officer the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By ....., Chairman.
Attest: ....., Secretary.

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

Acknowledgment for Commission.

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

On the day of , 1914, before me personally appeared Edward E. McCall and Travis H. Whitney, to me known and known to me to be the said Edward E. McCall, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said Edward E. McCall and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said Edward E. McCall, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

Acknowledgment of Interborough R. T. Co.

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

On the day of , 1914, before me personally appeared Theodore P. Shonts and H. M. Fisher, to me known and known to me to be the said Theodore P. Shonts, the President, and the said H. M. Fisher, the Secretary, of Interborough Rapid Transit Company, the corporation named in the foregoing contract, and they being by me duly sworn, did depose and say, each for himself and not one for the other, the said Theodore P. Shonts, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the President of the said Interborough Rapid Transit Company and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said H. M. Fisher, that he resides in Plainfield, in the State of New Jersey, that he is the Secretary of the said Interborough Rapid Transit Company and that he subscribed his name thereto by like authority; and both the said Theodore P. Shonts and H. M. Fisher that they know the seal of the said Interborough Rapid Transit Company and that the same was affixed to the foregoing contract by the authority of the Board of Directors of Interborough Rapid Transit Company and of a resolution duly adopted by the same.

Acknowledgment for Contractor.

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

On this day of , 1913, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

On this day of , 1913, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resided in , in the State of ; that he is of , the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of said company; that one of the seals affixed to said contract was such corporate seal, and that it was affixed thereto by order of the Board of Directors of said company, and that he signed his name thereto by like authority.

FORM OF CONTRACTOR'S BOND, CONSTRUCTION OF A PART OF PROPOSED RAPID TRANSIT RAILROAD, ROUTE NO. 18, SECTION NO. 1.

Form of Contractor's Bond.

Route No. 18, Section No. 1.

Know all Men by these Presents, That
of
hereinafter called the Contractor, and
and
hereinafter called the Sureties are held and firmly bound unto The City of New York, hereinafter called the City, in the sum of one hundred thousand ($100,000) dollars lawful money of the United States of America, to be paid to the City, for which payment well and truly to be made the Contractor and the Sureties do hereby bind themselves and their, and each of their executors, administrators, successors and assigns firmly by these presents, as follows: The Contractor to be so held and bound for the full amount of the said sum of one hundred thousand ($100,000) dollars and each of the said Sureties to be so held and bound only for a portion of said sum as follows:
The said
for the sum of
dollars ($); the said
for the sum of
dollars ($): the said
for the sum of
dollars ($): the said
for the sum of
dollars ($).

In witness whereof, the Contractor and the Sureties have hereunto set their hands and seals and such of them as are corporations have caused their respective seals to be hereto affixed and these presents to be attested by the proper officers this day of 1914.

Whereas, The City by the Public Service Commission for the First District (hereinafter called the Commission) is about to enter into a contract with Interborough Rapid Transit Company and the Contractor bearing even date herewith for the construction by the Contractor of that portion of a Rapid Transit Railroad known as Section 1 of Route 18, extending along and over private property and intersecting streets and along and over White Plains Road from East 179th Street to Burke Avenue, in the Borough of The Bronx in the City of New York, more particularly described in the said contract; and

Whereas, The City is about to enter into such contract with the Contractor upon the condition, and not otherwise, that this bond shall be given to the City, and upon the faith thereof.

Now, therefore, the condition of the foregoing obligation is such that if the Contractor shall fully perform the said contract, then this obligation shall be null and void, but else it shall remain in full force and virtue.

It is expressly agreed between the City and the Sureties (and it is only upon such agreement that the City accepts this Bond) that the Sureties will and do waive any and every notice of default on the part of the Contractor; that they will and do permit the City to extend the time of the Contractor to do any act; that no omission on the part of the City to give any notice of extension of time granted by or on behalf of the City shall be availed of by the Sureties or any of them as a defense upon this Bond; that the Sureties shall not set up or have any defense upon this Bond by reason of any alteration of the said contract unless such alteration shall be represented by a formal written instrument duly executed between the City and the Contractor which shall have been duly authorized by a vote of the Commission; and that in case of such alteration, however made, the same shall be a defense to the Sureties only to the extent of the actual injury or damage caused to the Sureties by said alteration.*

FORM OF CONTRACTOR'S PROPOSAL FOR CONSTRUCTION OF A PART OF THE WHITE PLAINS ROAD RAPID TRANSIT RAILROAD, ROUTE NO. 18, SECTION NO. 1.

Contractor's Proposal for the Construction of a Portion of the White Plains Road Rapid Transit Railroad, Route No. 18, Section No. 1.

Notice—There must remain annexed hereto:
Copy of Invitation to Contractors
Copy of Form of Contract
Copy of Form of Bond

To the Public Service Commission for the First District:

1. The undersigned†

do hereby, in pursuance of the Invitation to Contractors, a copy of which is attached hereto, propose according to the terms thereof to enter into a contract in the form annexed hereto with The City of New York and Interborough Rapid Transit Company for the construction of Section No. 1 of Route No. 18, and to furnish all necessary labor, materials, machinery, tools, apparatus and other means of construction and perform all the work mentioned in the said contract at the unit prices for the several items as given in the following Schedule of Unit Prices, or as otherwise provided in the form of contract. It is understood that the quantities of various items specified in the following schedule are given as a basis for the uniform comparison of bids and are not in any way guaranteed or represented as correct or intended to be relied on, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further understood that the Commission reserves the right to increase or diminish or to omit entirely any of the quantities of items as therein stated:

SCHEDULE OF UNIT PRICES.

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
1b	For Column Excavation as specified in Section No. 74 of the Specifications, per cubic yard	.....	17,400	.....
1c	For Railroad Duct Excavation as specified in Section No. 74 of the Specifications, per cubic yard	.....	11,000	.....
1e	For railroad embankment in place as specified in Sections No. 271 and No. 272 of the Specifications, per cubic yard	.....	45,450	.....
6	For concrete masonry, in place, per cubic yard	.....	5,250	.....
6b	For natural concrete finish for the station concrete masonry, in place, per square yard	.....	7,400	.....
6d	For inlaid colored tile, in place, per square ft.	.....	2,350	.....
6g	For station concrete masonry, in place, per cubic yard	.....	2,700	.....
9	For brick masonry, in place, per cubic yard	.....	10	.....
12	For timber piles, in place, and prepared, per lineal ft.....	.....	2,000	.....
13	For timber foundations, placed and fastened, per thousand ft. B. M.....	.....	2	.....
15	For waterproofing, treated woven fabric, laid with pitch or asphaltum, in place, as follows: (d) For 4-ply, per square yard.....	.....	950	.....
17	(e) For 4-inch vitrified pipe, in place, per lineal ft.	.....	500	.....
17a	For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows: (a) For 3-inch, per lineal ft.....	.....	150	.....
	(b) For 4-inch, per lineal ft.....	.....	150	.....
	(c) For 6-inch, per lineal ft.....	.....	300	.....
	(d) For 8-inch, per lineal ft.....	.....	100	.....
18a	For Railroad ducts, in place, as required by Section No. 221 of the Specifications, per duct ft.....	.....	400,000	.....
19	For riveted steel, painted and erected, per ton of two thousand pounds.....	.....	11,760	.....
20	For steel beams and shapes with connections, painted and erected, per ton of two thousand pounds	.....	410	.....
21	For steel rods and bars built in concrete, per ton of two thousand pounds.....	.....	65	.....
25a	For miscellaneous iron castings, such as column fenders, manhole heads and covers, gratings, water, gas or other straight pipes, etc., in place, per ton of two thousand pounds	.....	396	.....
25b	For new cast-iron hub and spigot pipe, special castings, in place, per ton of two thousand pounds	.....	168	.....
26	For special wire forms, in place, per pound	.....	1,000	.....

*The execution of the bond must be duly proved before delivery in the form essential to proof to entitle a deed to record in the State of New York. Full affidavits of justification of sureties must be added.

†The bidder's name must be inserted here. If the bid is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with an affidavit showing the amount of stock paid in in cash and the names and addresses of the directors and principal officers. If it be a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the bidder has already filed such papers with the Commission in connection with another bid he may so state and omit such papers in this instance. If the bid is submitted by a firm, the above blank must be filled in in the following form, "the firm of A. B. & Co., composed of A. B., C. D., etc." (giving the names of all the partners).

Item.	Classification.	Unit Price.	Estimated Approximate Quantities.	This column not to be used by Bidder. Amount.
30	For street surface restored:			
	(h) For all surfaces of whatever character, as required in Sections Nos. 225 and 226 of the Specifications, per square yd.....	.....	3,305	.....
31	For park surface restored (all classes), per square yd.....	.....	200	.....
2	For wrought-iron electric conduits, in place in stations as follows:			
	(a) For three-fourths inch (¾-in.) wrought-iron, per lineal ft.....	.....	4,600	.....
	(b) For one and one-half inch (1½-in.) wrought iron, per lineal foot.....	.....	550	.....
	(c) For two inch (2-in.) wrought-iron, per lineal ft.	.....	600	.....
	(d) For one inch (1-in.) wrought-iron, per lineal ft.	.....	600	.....
33	For cast-iron outlet boxes in place, in stations, each	.....	610	.....
33a	For cast-iron pull boxes in place in stations, each	.....	18	.....
75	For street surface railroads, including the support, reconstruction, rebuilding, etc., where necessary, as follows:			
	(c) For electric (overhead trolley) railroads, per lineal foot of single track....	.....	10,400	.....

(2) If this proposal is accepted, the undersigned will within ten days after delivery of notice, execute and deliver the contract with The City of New York and the Interborough Rapid Transit Company in the form aforesaid and at the same time will deliver to the Comptroller of The City of New York pursuant to the terms of the said contract, *a bond in the sum of one hundred thousand* ($100,000) *dollars in the form hereto annexed with the following named Sureties, viz.:*†

(3) The Commission may cause any notice intended for the undersigned to be delivered at Room No. , on the floor of the building, No. , in the Borough of in the City of New York. Such delivery shall be sufficient notice to the undersigned as of the date of such delivery.

(4) At the time of delivering this proposal to the Commission the undersigned will separately deliver a certified check payable to the order of the Comptroller of The City of New York for the sum of fifteen thousand dollars ($15,000). If the Commission shall notify the undersigned that this Contractor's Proposal is accepted and that the proposed contract is consented to by the Board of Estimate and Apportionment, then if the undersigned shall fail within ten (10) days thereafter or within such longer period, if any, as may be prescribed by the Commission to procure the above described bond to be duly executed and delivered or make the said deposit in cash or securities; or if the undersigned shall fail to procure the contract to be duly executed and delivered as aforesaid, then the Invitation to Contractors and this Contractor's Proposal shall constitute a contract binding the undersigned to pay to the City the damages by it sustained by reason of such failure of the undersigned, as provided in said Invitation to Contractors. And the undersigned hereby assigns to the City the said sum so specially deposited by the delivery of such certified check, subject only to the condition that if this Proposal shall not be accepted, or, if it shall be accepted and the undersigned shall within ten (10) days after notice as aforesaid or any longer period prescribed by the Commission, execute the said contract and procure the said bond to be duly executed and delivered or make the said deposit in cash or securities, then the amount of the said check so specially deposited shall be returned to the undersigned.

(5) A notice of acceptance of this Proposal by the Commission addressed to the undersigned as aforesaid shall forthwith, at the option of the Commission, operate as against the undersigned as a complete making of a contract according to the form thereof as aforesaid, with the blanks therein contained filled in according to this Proposal.

(6) There are no persons interested with the undersigned in this Proposal, except‡

(7) This Proposal is made without any connection with any other person making a proposal or bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Aldermen, head of department, chief of bureau, deputy thereof or clerk therein, or other officer of The City of New York, or any member or employee of the Public Service Commission for the First District is interested directly or indirectly, as contracting party, partner, stockholder, or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Dated§ , 1914.

SCHEDULE OF SECURITIES.

(Note—If the bidder desires not to give a bond, but to deposit securities in lieu thereof, a description of the securities to be deposited for that purpose must be inserted below.

All securities when delivered must be payable to, or run in favor of, or be transferred to, the Comptroller of The City of New York.)

Affidavit of Verification.

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

being duly sworn, says: I am* the proposing Contractor above named. I have read the foregoing proposal. The same is in all respects true.

Sworn to before me this day of , 1914.

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, February 25, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 13, 1914, the Public Service Commissioner for the First District transmitted for your consent and approval a proposed contract between The City of New York, the Interborough Rapid Transit Company and the Oscar Daniels Company, for the construction of Section No. 1, of Route 18, being that portion of the White Plains Road Rapid Transit Railroad which begins at a point in the Borough of The Bronx, in the block bounded by West Farms road, Devoe avenue, East 180th street and Bronx street, about 85 feet east of the centre line of Bronx street, and extends thence easterly and northeasterly over the Bronx River, public streets and private property to a point in White Plains road about 285 feet north of the centre line of Burke avenue, at an estimated cost to the City of $45,720.01.

The Commission also requested the Board of Estimate and Apportionment to prescribe the limit of $45,720.01 as the amount of bonds to be made available to meet the requirements of the contract, and also to direct the Comptroller to issue bonds to the extent above noted, the same to be charged against the appropriation made by the Board of March 18, 1913, of $28,200,000 for the purpose of carrying out the terms of the contract dated March 19, 1913, known as Contract No. 3, between the City and the Interborough Rapid Transit Company.

This contract was awarded the low bidder in an amount of $914,400.25, but the contract obligates the Interborough Company to meet estimates on its account to an amount not exceeding 95 per cent. of the estimates or the sum of $868,680.24 as its contribution toward the construction costs provided in the operating contract, the City paying the difference.

I recommend that the Board of Estimate and Apportionment consent to the award of contract for Section 1, Route 18, and that it authorize corporate stock to the amount of $45,720.01, the par value thereof to be devoted to such purposes, this amount to be charged against the appropriation of $28,200,000 made by the Board on March 18, 1913, for the purpose of carrying out the terms of Contract No. 3, for additional rapid transit railroads.

Attached is a resolution which prescribes a limit to the amount of bonds available for the contract, authorizes the necessary corporate stock and gives the consent of the Board to the contract award. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter and the requisition of the Public Service Commission for the First District, duly made by said Commission on February 13, 1914, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between the Oscar Daniels Company, the Interborough Rapid Transit Company and The City of New York, acting by the Public Service Commission for the First District, for the following purposes:

For the construction in the Borough of The Bronx of Section 1, Route 18, being that portion of the White Plains Road Rapid Transit Railroad beginning at a point in the block bounded by West Farms road, Devoe avenue, East 180th street and Bronx street, about eighty-five (85) feet east of the centre line of Bronx street and extending thence easterly and northeasterly over the Bronx River, public streets and private property to a point in White Plains road about two hundred and eighty-five (285) feet north of the centre line of Burke avenue, at an estimated cost to the City of forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01); and be it further

Resolved, That the Board of Estimate and Apportionment prescribes that the limit to the amount of proceeds of corporate stock available for the said purposes shall be forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01); and be it further

Resolved, That the Comptroller be and he is hereby authorized and directed to issue corporate stock of The City of New York to the amount of forty-five thousand seven hundred and twenty dollars and one cent ($45,720.01) at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds to the amount of the par value thereof to be applied to the purposes mentioned in the communication of the Public Service Commission for the First District to this Board dated February 13th, said issue of corporate stock to be charged against the appropriation made by this Board of March 18, 1913, of twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3.

Which was adopted by the following vote:

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

Department of Water Suppy, Gas and Electricity—Approval of Requisition, Specifications, Etc. (Cal. No. 63).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated Feruary 20, 1914, requesting approval of the requisition, plans, specifications and estimate of cost ($4,000) for making changes in the distribution system, Borough of Brooklyn, and the following report of the Comptroller, recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 2, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 20, 1914, the Deputy Commissioner of Water Supply, Gas and Electricity requested the Board to approve form of requisition and plans and specifications for making changes in the distribution system, Borough of Manhattan, at an estimated cost of $4,000. It is proposed to give out this work without public letting, after permission is secured from the Board of Aldermen.

This work consists of certain betterments and improvements in the water distribution service along Broadway, from Bleecker street to 16th street, where a subway is now being constructed. The progress of the excavation for the subway has laid bare considerable portions of the distribution system and inspection of the same indicates certain manifest improvements which can be made while the pipes are exposed at less cost than at another time.

The work included in this agreement is as follows:

71	36-inch joints at $19	$1,349 00
8	20-inch joints at $9	72 00
243	12-inch joints at $5	1,215 00
150	6-inch joints at $2	300 00
18	hydrants at $35	630 00
50	valve boxes, set, at $1	50 00
148	ten miles at 50 cents	74 00
423	square yards of paving at $2.50	1,057 50
890	cubic yards excavation at 50 cents	445 00
		$5,192 50

The estimated value of this work is $5,192.50 and it is proposed to enter into an agreement with the contractor of the subway to carry it out under this agreement at the agreed upon price of $4,000. $4,000 for this purpose was provided by corporate stock issued by the Board of Estimate and Apportionment on January 9, 1914, and concurred in by the Board of Aldermen on January 27, 1914, and designated C. D. W.—13P, which amount remains intact.

The form of agreement is the usual one for work of this character. The specifications and plans are fair and complete and the estimate of cost in excess of the amount stipulated.

I therefore recommend the adoption of the attached resolution approving the request of the Commissioner. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution adopted July 11, 1912, hereby approves the form of requisition, plans and specifications and estimate of cost in the amount of four thousand dollars ($4,000) for making changes in the distribution system, Borough of Manhattan, under the jurisdiction of the Department of Water Supply, Gas and Electricity, chargeable to corporate stock fund entitled "C. D. W.—13P."

Which was adopted by the following vote:

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

Department of Parks, Manhattan and Richmond—Modification of Schedules and Transfer of Appropriation (Cal. No. 64A).

The Secretary presented a communication from the Department of Parks, Boroughs of Manhattan and Richmond, dated February 25, 1914, requesting a transfer within appropriation for said Department for 1913, and the following report of the Comptroller recommending approval thereof and the modification of schedules:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25, 1914, the Commissioner of Parks, Boroughs of Manhattan and Richmond, requested transfer of $5.58 from General Plant Supplies, Care of Parks and Boulevards, No. 1541, General, to General Plant Supplies, Care of Parks and Boulevards, No. 1543, Care of Trees, Shrubs, Flowers and Lawns, for the year 1913. In connection therewith I report as follows:

The transfer is requested to permit the payment of an outstanding bill for miscellaneous plant supplies.

I recommend the adoption of the attached resolutions approving of the request. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of transfer of funds appropriated to the Department of Parks, Boroughs of Manhattan and Richmond, for the year 1913, as follows:

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† The bidder may, under the Rapid Transit Act, deposit cash or approved securities, in lieu of a bond; and the bidder, if desirous of so doing, may so state here, and strike out the words in italics.

‡ Here insert the names and addresses of all persons interested with the bidder. If there are no such persons strike out the word "except."

§ The bidder must sign proposal at the end thereof on this page.

* If the bidder is an individual, do not fill this blank; if the bidder is a firm, here say, "a member of the firm of "; if a corporation, say "the (President or other officer duly authorized) of the Company."

FROM

Supplies, General Plant Supplies, Care of Parks and Boulevards.

1541 General $5 58

TO

Supplies, General Plant Supplies, Care of Parks and Boulevards.

1543 Care of Trees, Shrubs, Flowers and Lawns $5 58

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of schedules, as revised, for the Department of Parks, Boroughs of Manhattan and Richmond, for the year 1913, as follows:

Supplies, General Plant Supplies, Care of Parks and Boulevards.

1541 General $9,305 29
1543 Care of Trees, Shrubs, Flowers and Lawns 11,387 96

Which was adopted by the following vote:

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

—

Department of Correction—Modification of Schedules and Transfers of Appropriation (Cal. No. 64B).

The Secretary presented a communication from the Commissioner of Correction, dated February 19, 1914, requesting transfer within the appropriation for said department for 1914, and the following report of the Comptroller, recommending approval thereof, and the modification of schedules:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 24, 1914. the Commissioner of Correction requested transfer of $235 within appropriation for 1914. In connection therewith I report as follows:

It is proposed to transfer:

FROM

Supplies.

2654 Laundry, Cleaning and Disinfecting Supplies $235 00

TO

Supplies.

2650 Forage and Veterinary Supplies $25 00

Purchase of Equipment.

2659 Office Equipment $200 00

Purchase of Equipment.

2662 Motorless Vehicles and Equipment $10 00

In account No. 2650 there is a deficit of $15.64, and in No. 2662 there is a deficit of $7.41. The transfer of $200 to account No. 2659 is requested for the purpose of purchasing two Hollerith punching machines with cards to install a permanent record of all prisoners at the Central Office instead of at the different institutions.

There is a sufficient unencumbered balance in account No. 2654 to permit the transfer.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1914, as follows:

FROM

Supplies.

2654 Laundry, Cleaning and Disinfecting Supplies $235 00

TO

Supplies.

2650 Forage and Veterinary Supplies $25 00

Purchase of Equipment.

2659 Office Equipment 200 00

Purchase of Equipment.

2662 Motorless Vehicles and Equipment 10 00

$235 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules, as revised, for the Department of Correction for the year 1914, as follows:

Supplies.

2654 Laundry, Cleaning and Disinfecting Supplies $7,464 56

Supplies.

2650 Forage and Veterinary Supplies 9,869 71

Purchase of Equipment.

2659 Office Equipment 750 00

Purchase of Equipment.

2662 Motorless Vehicles and Equipment 368 00

Which was adopted by the following vote:

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

—

Department of Correction—Modification of Schedules and Transfer of Appropriation (Cal. No. 65).

The Secretary presented a communication from the Commissioner of Correction, dated February 26, 1914, requesting a modification of schedules for 1914, involving a transfer of appropriation and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 26, 1914, the Commissioner of Correction requested modification of two salary schedules in her Department, to be effective as of February 1, 1914. In connection therewith I report as follows:

The purpose is to provide for the transfer of a Keeper at $1,200 per annum from the Workhouse to the Penitentiary, and to fill the vacancy by transfer of a Keeper at $900 from the Penitentiary. A transfer of $275 is necessary. No other change is involved.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated to the Department of Correction for the year 1914, as follows:

FROM

Personal Service, Salaries, Regular Employees, Prison Service, Care of Plant and Inmates.

2630 Workhouse $275 00

TO

Personal Service, Salaries, Regular Employees, Prison Service, Care of Plant and Inmates.

2632 Penitentiary $275 00

Which was adopted by the following vote:

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

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves schedules as revised for the Department of Correction for the year 1914, to be effective as of February 1, 1914, as follows:

Personal Service, Salaries Regular Employees, Prison Service, Care of Plant and Inmates.

2630	Workhouse—	
	Warden, 2 at $2,500	$5,000 00
	Head Keeper, 3 at $1,800	5,400 00
	Physician, 2 at $1,200	2,400 00
	Apothecary	900 00
	Clerk	1,200 00
	Clerk	900 00
	Chaplain, 8 at $450	3,600 00
	Matron, 8 at $900	7,200 00
	Matron, 2 at $600	1,200 00
	Keeper, 34 at $1,200	40,800 00
	Keeper, 9 at $1,050	9,450 00
	Keeper, 4 at $900	3,600 00
	Keeper, 14 at $800	11,200 00
	Trained Nurse (male)	600 00
	Trained Nurse (female)	600 00
	Nurse	360 00
	Orderly	480 00
	Orderly, 23 at $360	8,280 00
	Orderly (female), 13 at $360	4,680 00
	Orderly (male), 11 at $240	2,640 00
	Hospital Helper, 9 at $600	5,400 00
	Hospital Helper, 11 at $480	5,280 00
	Cook, 2 at $720	1,440 00
	Laundress	450 00
	Shoemaker	900 00
	Gardener	1,050 00
	Mechanic's Helper	600 00
	Mason	1,200 00
	Teacher	900 00
	Balance unassigned	1,800 00
		$129,510 00
2632	Penitentiary—	
	Warden	$3,500 00
	Head Keeper	1,800 00
	Physician	1,200 00
	Clerk, 2 at $900	1,800 00
	Matron, 3 at $600	1,800 00
	Chaplain	450 00
	Keeper, 36 at $1,200	43,200 00
	Keeper, 9 at $1,050	9,450 00
	Keeper, 10 at $900	9,000 00
	Keeper, 9 at $800	7,200 00
	Shoemaker	900 00
	Elevatorman	600 00
	Hospital Helper	600 00
	Hospital Helper, 3 at $480	1,440 00
	Laundress, 2 at $450	900 00
	Trained Nurse	360 00
	Orderly, 3 at $360	1,080 00
	Mechanic's Helper	600 00
	Teacher, 2 at $800	1,600 00
	Balance unassigned	650 00
		$88,130 00

Which was adopted by the following vote:

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

—

Department of Correction—Modification of Schedule (Cal. No. 66).

The Secretary presented a communication from the Commissioner of Correction, dated February 25, 1914, requesting a modification of schedules for 1914, and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25, 1914, the Commissioner of Correction requested modification of a salary schedule in her Department, to be effective as of January 1, 1914. In connection therewith I report as follows:

The request is made to provide for the increase from $900 to $1,050 in the salaries of two Keepers. These increases were allowed in the 1914 budget and it was assumed by the department that they would be paid from account No. 2640, which provides for all increases due Keepers employed at the Workhouse at different dates during the year.

As these two increases were to be effective as of January 1, 1914, they were provided for in the regular schedule No. 2630, which was modified as of January 1, 1914, reducing these two positions from $1,050 to $900 per annum. The $300 difference was scheduled as balance unassigned.

In view of the facts I recommend the adoption of the atttached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedule, as revised, for the Department of Correction for the year 1914, to be effective as of January 1, 1914, as follows:

Personal Service, Salaries Regular Employees, Prison Service, Care of Plant and Inmates.

2630	Workhouse—	
	Warden, 2 at $2,500	$5,000 00
	Head Keeper, 3 at $1,800	5,400 00
	Physician, 2 at $1,200	2,400 00
	Apothecary	900 00
	Clerk	1,200 00
	Clerk	900 00
	Chaplain, 8 at $450	3,600 00
	Matron, 8 at $900	7,200 00
	Matron, 2 at $600	1,200 00
	Keeper, 35 at $1,200	42,000 00
	Keeper, 9 at $1,050	9,450 00
	Keeper, 3 at $900	2,700 00
	Keeper, 14 at $800	11,200 00
	Trained Nurse (male)	600 00
	Trained Nurse (female)	600 00
	Nurse	360 00
	Orderly	480 00
	Orderly, 23 at $360	8,280 00
	Orderly (female), 13 at $360	4,680 00
	Orderly (male), 11 at $240	2,640 00
	Hospital Helper, 9 at $600	5,400 00
	Hospital Helper, 11 at $480	5,280 00
	Cook, 2 at $720	1,440 00
	Laundress	450 00
	Shoemaker	900 00
	Gardener	1,050 00
	Mechanic's Helper	600 00
	Mason	1,200 00
	Teacher	900 00
	Balance unassigned	1,800 00
	Total	$129,810 00

Which was adopted by the following vote:

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

Department of Parks, Borough of Brooklyn—Modification of Schedule (Cal. No. 67).

The Secretary presented a communication from the Commissioner of Parks, Borough of Brooklyn, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

Department of Finence, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 26, 1914, the Commissioner of Parks, Borough of Brooklyn, requested modification of schedule, Salaries, Regular Employees, Engineering, No. 1281TC, Tax Levy and Corporate Stock Force, in his Department for the year 1914. In connection therewith I report as follows:

It is proposed to substitute a Stenographer at $1,050 per annum for one at $900, to secure the services of a Stenographer now at the head of the preferred list and who has been eleven years in the City service. In addition to stenography, a knowledge of filing systems and clerical work is required. The Commissioner states that it is not possible to obtain a competent Stenographer who can properly fill these requirements at the $900 rate. The Stenographer selected for appointment is now temporarily filling the position, but will not accept permanent appointment except at the $1,050 rate. The $150 necessary is provided by reducing a vacant position of Inspector of Masonry at $1,500 to $1,200 per annum, carrying $150 as balance unassigned.

I recommend adoption of the attached resolution approving the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Parks, Borough of Brooklyn, for the year 1914, to take effect March 9, 1914, as follows:

Personal Service, Salaries, Regular Employees, Administration, Engineering.

1281TC Tax Levy and Corporate Stock Force—	
Assistant Engineer	$3,500 00
Leveler	1,500 00
Topographical Draftsman	1,800 00
Transitman, 2 at $1,800	3,600 00
Inspector of Masonry	1,500 00
Inspector of Masonry	1,200 00
Rodman, 2 at $1,200	2,400 00
Axeman, 5 at $900	4,500 00
Stenographer	1,050 00
Auto Engineman	1,500 00
Balance Unassigned	150 00
Schedule Total	$22,700 00
Tax Levy Allowance	$8,300 00
Corporate Stock Allowance	14,400 00
Total Allowance	$22,700 00

Which was adopted by the following vote:

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

Department of Public Charities—Modification of Schedule (Cal. No. 68).

The Secretary presented a communication from the Commissioner of Public Charities, dated February 25, 1914, requesting the modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25, 1914, the Commissioner of Public Charities requested the modification of a salary schedule for regular employees for his Department for 1914. In connection therewith I report as follows:

In Personal Service, Salaries, Regular Employees, 1933, New York City Training School for Nurses, provision is made for the employment of 111 Pupil Nurses for the care of the inmates of the City Hospital, Blackwells Island. The Department has been able to secure only 59, with no prospect of any material increase in the number. To provide for the proper care of the hospital patients it is proposed to use $4,800 of the allowance for Pupil Nurses for the employment of two Trained Nurses at $600 each and ten Attendants at $360 each.

The following table shows the line item changes in detail:

Code No.	Schedule Line.	Schedule Transfer. Increase.	Schedule Transfer. Decrease.	Cash Transfer. Increase.	Cash Transfer. Decrease.
1933	Trained Nurse, 23 at $600	$1,200 00	.....	$1,000 00	.....
	Pupil Nurse, 55 at $120	.....	$2,520 00	.....	$2,100 00
	Pupil Nurse, 56 at $144	.....	2,304 00	.....	1,920 00
	Attendant, 10 at $360	3,600 00	.....	3,000 00	.....
	Balance unassigned	24 00	.....	20 00	.....
		$4,824 00	$4,824 00	$4,020 00	$4,020 00

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Public Charities for the year 1914, to take effect as of March 1, 1914, as follows:

Personal Service, Salaries, Regular Employees, Training of Nurses.

1933 New York City Training School for Nurses—	
Superintendent	$1,800 00
Deputy Superintendent, 3 at $1,200	3,600 00
Supervising Nurse	840 00
Supervising Nurse, 2 at $720	1,440 00
Trained Nurse, 25 at $600	15,000 00
Pupil Nurse, 34 at $120	4,080 00
Pupil Nurse, 40 at $144	5,760 00
Dietitian	720 00
Stenographer (annual salary rate, $720; in lieu of maintenance, $60)	780 00
Attendant, 10 at $360	3,600 00
Balance unassigned	24 00
	$37,644 00

Which was adopted by the following vote:

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

Department of Education—Approval of Contract, Specifications, Etc. (Cal. No. 69).

The Secretary presented a communication from the Board of Education, dated February 25, 1914, requesting the approval of contract, specifications and estimate of cost ($6,000) for furnishing and erecting portable school houses at Public Schools 5, 6 and 26, Borough of The Bronx, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 3, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 23, 1914, the Board of Education requested approval of the form of contract, specifications, plans and estimates of cost for the following:

Item 1, furnishing and erecting two portable school houses on the premises of Public School 5, Borough of The Bronx; estimated cost, $2,875.

Item 2, furnishing and erecting two portable school houses on the premises of Public School 6, Borough of The Bronx; estimated cost, $2,875.

Item 3, furnishing and erecting one portable school house on the premises of Public School 26, Borough of The Bronx; estimated cost, $1,450.

The cost is to be charged to the corporate stock fund entitled "C. D. E.—9C, School Building Fund, All Boroughs, Portable Buildings." An appropriation of $45,000 was approved for the fund by the Board of Estimate and Apportionment on June 12, 1913, and concurred in by the Board of Aldermen on July 15, 1913. On February 14, 1914, an unencumbered balance of $42,096.54 remained in the fund.

The form of contract, specifications and plans are satisfactory and the estimates of cost are reasonable.

The cost of the buildings, chargeable to corporate stock, is estimated at $1,200 each. The balance of the estimated costs represents the cost of foundations and labor of erection and should be charged to the annual Budget or special revenue bonds.

I recommend the adoption of the attached resolution approving the form of contract, specifications, plans and estimates of cost and providing for the division of the charges as stated. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution adopted on July 11, 1912, hereby approves the form of contract, specifications, plans and estimates of cost for furnishing and erecting portable houses at Public Schools 5, 6 and 26, Borough of The Bronx, under the jurisdiction of the Department of Education, as follows:

Item 1, Two houses at Public School 5; estimated cost; two thousand eight hundred and seventy-five dollars ($2,875).

Item 2, Two houses at Public School 6; estimated cost, two thousand eight hundred and seventy-five dollars ($2,875).

Item 3, One house at Public School 26; estimated cost, one thousand four hundred and fifty dollars ($1,450).

—the cost, to the extent of $2,400 for item 1, $2,400 for item 2 and $1,200 for item 3, or the same proportional parts of the lowest bids received, to be charged to the corporate stock fund entitled "C. D. E.—9C, School Building Fund, All Boroughs, Portable Buildings," the balance to be charged to annual Budget or special revenue bonds; and be it further

Resolved, That in the event that the aggregate sum of the lowest bids received for the three items is equal to or less than the aggregate sum of the three items herein approved (although the amount of the lowest bid for one or more items may exceed the amount approved for said item or items), then the awards for the three items, provided all are awarded, may be made without further approval by the Board of Estimate and Apportionment; and be it further

Resolved, That in the event that the aggregate sum of the lowest bids received for the three items exceeds the aggregate sum of the three items herein approved, no award for any item shall be made and the amount of such estimated cost upon the bids so received may be reconsidered, in its discretion, by the Board of Estimate and Apportionment, provided that any of such bids is within the amount authorized and available for such work.

Which was adopted by the following vote:

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

Department of Water Supply, Gas and Electricity—Approval of Contract, Specifications, Etc. (Cal. No. 70).

The Secretary presented a communication from the Department of Water Supply, Gas and Electricity, dated September 23, 1913, requesting approval of the form of contract, specifications and estimate of cost ($17,000) for transferring taps and rearranging connections in existing water mains in various streets in the Borough of Manhattan, and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On September 23, 1913, the Deputy and Acting Commissioner of Water Supply, Gas and Electricity requested your Board to approve the form of contract, plans and specifications, and estimate of cost in the amount of $17,000 for transferring taps and rearranging connections on existing water mains in various streets, Borough of Manhattan.

The request was referred to me, and I reported upon it. At the suggestion of the President of the Borough of Manhattan, my report was laid over and afterward withdrawn to give the Borough President an opportunity to go into the matter. I am now informed that the Borough President has no objection to present, so I am reporting again in approval of the request.

The cost is to be charged to a corporate stock fund, C. D. W.—13J, of $17,000 entitled "Water Fund, Borough of Manhattan, Changing Service Taps South of Chambers Street," which was authorized by the Board of Estimate and Apportionment June 26, 1913, and concurred in by the Board of Aldermen July 15, 1913. The fund remained intact on January 28, 1914.

This work involves the tearing up of some parts of the street surface throughout certain portions of the length of about sixteen streets in the eastern part of the City below Chambers street, and this report was withheld for a time to avert the possibility of all these streets being torn up in midwinter.

The streets and their pavements are as follows:

Beekman street, from William street to South street: Granite on concrete.

Burling slip, from Front street to South street: Granite on concrete.

Cedar street, from Nassau street to William street: Asphalt on concrete.

Cedar street, from east of William street to Pearl street: West end, asphalt; east end, wooden block on concrete.

Cliff street, from John street to Frankfort street: Granite on concrete.

Ferry street, from Pearl street to Water street: Granite on concrete.

Frankfort street, from west of William street to William street: Granite on concrete.

Frankfort street, from William street to Gold street: Granite on concrete.

Front street, from Moore street to Broad street: Granite on concrete.

Front street, from Maiden lane to Dover street: Granite on concrete.

Gold street, from John street to south of Fulton street: Granite on concrete.

Gold street, from Spruce street to Frankfort street: Granite on concrete.

John street, from William street to Cliff street: Granite on concrete.

John street, from Pearl street to Front street: Granite on concretee.

Maiden lane, from William street to Pearl street: Asphalt on concrete.

Nassau street, from Spruce street to Frankfort street: Asphalt on concrete.

Park row, from Ann street to Beekman street: Asphalt on concrete.

Park row, from Frankfort street to Chambers street, from Chambers street to Bridge, granite; from Bridge to Frankfort street: Asphalt on granite.

Peck slip, from Water street to South street: Granite on concrete.

Platt street, from William street to Pearl street: Granite on concrete.

Spruce street, from Nassau street to Gold street: Granite on concrete.

William street, from Beekman street to Frankfort street: Granite on concrete.

In most of the streets included in this contract there are old 6-inch water mains to which the house service taps are connected, and in the same streets there are also 12-inch mains, laid in 1906, but to which the service taps were not transferred when the mains were laid. This contract provides for uncovering the house service lines on both sides of the street and connecting the service taps to the 12-inch lines laid seven years ago.

It would seem that the proper time to have changed these taps was when the street was torn up and the new mains not covered, as the work could have been done then at not more than one-half the cost of doing it now. As to why the work was not done when the 12-inch lines were laid I am informed that it was not then the custom of the Department.

The form of contract is suitable, the specifications definite and competitive, and the estimate of cost reasonable.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution adopted July 11, 1912, hereby approves of the form of contract, plans and specifications and estimate of cost in the sum of $17,000 for transferring taps and rearranging connections in existing water mains in various streets, Borough of Manhattan, under the jurisdiction of the Department of Water Supply, Gas and Electricity; the cost to

be charged to a corporate stock fund of $17,000, C. D. W.—13J, Water Fund, Borough of Manhattan, Changing Taps South of Chambers Street.

Which was adopted by the following vote:

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

Department of Education—Salaries of Janitors (Cal. No. 71).

The Secretary presented a resolution of the Board of Education, adopted February 25, 1914, requesting the fixing of the compensation of certain Janitors, and the following report of the Committee on Salaries and Grades, recommending approval thereof:

(On February 27, 1914, the resolution of the Board of Education in this matter was referred to the Committee on Salaries and Grades.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 25, 1914, the Board of Education requested establishment of rates of compensation for Janitors of public schools, pursuant to the provisions of section 56 of the Greater New York Charter. In connection therewith we report as follows:

Increased compensation on account of changes in machinery or additional paved surface, as per regular schedule, is requested for Public Schools 45, Manhattan; 17, 107, 130, Brooklyn, and 59, Queens. Decreased compensation on account of changes in machinery is requested for Public School 96, Manhattan. For 90, Brooklyn, and 3, Richmond, existing rates less rent allowance are requested for temporary appointees. For 55, Manhattan, which has been vacated by the Julia Richman High School, the rate of $50 per month is requested; this is the regular rate for the care of a vacant building. For Olinville avenue building, The Bronx, the existing rate is requested. It was previously fixed for the Janitor of 41, who cared for this building, in addition to his regular work.

We recommend the adoption of the attached resolution granting the request.

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following was offered:

Whereas, By opinions of the Corporation Counsel as of June 28 and July 30, 1910, the Comptroller was advised that the payment of salaries of Janitors in the Department of Education was illegal unless such salary shall have been established under the provisions of section 56 of the Greater New York Charter; and,

Whereas, The Special Committee on Janitorial Compensation and the Committee on School Inquiry, Board of Estimate and Apportionment, submitted a joint report on March 27, 1913, which contained detailed suggestions and recommendations for the reorganization of the janitorial force of the Board of Education; therefore, be it

Resolved, That, pursuant to the provisions of section 56 of the Charter, the Board of Estimate and Apportionment hereby recommends to the Board of Aldermen, pending action by the Board of Education on the aforesaid report, the compensation of Janitors in the Department of Education be fixed temporarily, and until further modified, in accordance with the following list:

Janitor, Public School 45, Manhatan, per annum	$1,488 00
Janitor, Public School 96, Manhattan, per annum	4,848 00
Janitor, Public School 17, Brooklyn, per annum	720 00
Janitor, Public School 107, Brooklyn, per annum	2,472 00
Janitor, Public School 130, Brooklyn, per annum	2,544 00
Janitor, Public School 59, Queens, per annum	1,752 00
Janitor, Public School 90, Brooklyn, per annum, less $221	1,548 00
Janitor, Public School 3, Richmond, per annum, less $221	1,536 00
Janitor, Public School 55, Manhattan, per month	50 00
Janitor, Olinville avenue building, The Bronx, per month	50 00

Which was adopted by the following vote:

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

Department of Education—Modification of Schedules (Cal. No. 72).

The Secretary presented a report of the Comptroller, recommending the modification of salary schedules Nos. 851, 852 and 854 for the Department of Education for the year 1914, by transferring a Clerk at $540 per annum from one schedule to another, and further recommending that the request for the modification of the schedule, involving increases in salaries, be denied.

Which was laid over one week (March 13, 1914).

Department of Education—Modification of Schedules (Cal. No. 73).

The Secretary presented a communication from the Board of Education, dated January 30, 1914, requesting the modification of schedules for 1914, and the following report of the Comptroller recommending a qualified approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On January 30, 1914, the Board of Education requested modification of three salary schedules for 1914. In connection therewith I report as follows:

In 851, Executive, the lines, "Assistant Secretary, 1 at $3,500; Clerk, 1 at $750; Stenographer and Typewriter to the President, 1 at $1,500," are changed to read, *Assistant Secretary, 1 at $4,000; *Clerk to the President, 1 at $900; *Stenographer and Typewriter, 1 at $600; Balance Unassigned, $250. This provides for increasing the salary of Mr. Fred H. Johnson, Assistant Secretary, $500 per annum, as approved by your Board in recommending the establishment (January 9, 1914) of the necessary grade, by reducing the salary of the position of Clerk to the President from $1,500 to $900 per annum and carrying $100 as balance unassigned. It is proposed to reduce a vacant position of Clerk at $750 per annum to that of Stenographer and Typewriter at $600 per annum. I recommend that the schedule be modified only to provide for Mr. Johnson's promotion.

In 853, Audit and Account, it is proposed to change the lines:

Clerk, 4 at $2,100	$8,400 00
Clerk, 2 at $1,350	2,700 00
Clerk, 6 at $1,200	7,200 00
Clerk, 6 at $900	5,400 00
Clerk, 3 at $750	2,250 00
Clerk, 3 at $400	1,200 00
Examiner of Claims, 6 at $1,500	9,000 00
Unassigned Balance (A. S. I.)	10 00
—to read:	
Clerk, 3 at $2,100	$6,300 00
Clerk	1,800 00
Clerk	1,350 00
Clerk, 5 at $1,200	6,000 00
Clerk (A. S. I., $450)	1,050 00
Clerk (A. S. I., $150)	1,050 00
Clerk (A. S. I., $50)	1,050 00
Clerk, 4 at $900	3,600 00
Clerk, 2 at $750	1,500 00
Clerk (A. S. I., $40)	540 00
Clerk (A. S. I., $273.33)	540 00
Clerk (N. A. S. I.)	540 00
Clerk 2 at $400	800 00
Examiner of Claims, 5 at $1,500	7,500 00
Examiner of Claims	2,100 00
Unassigned Balance (N. A. S. I.)	360 00
Unassigned Balance (A. S. I.)	80 00

It is proposed to increase William Hagen, Examiner of Claims, from $1,500 to $2,100 per annum. Your Board recommended the establishment of this grade on January 9, 1914.

I recommend therefore that the schedules be modified in so far as required to provide for his increase, that is, by substituting Examiner of Claims at $2,100 per annum for Clerk at the same rate, and that the remainder of the request be held in abeyance. It is for the purpose of making salary increases as follows:

Title.	Present Rate.	Proposed Increase.
James J. Smith, Clerk	$900 00	$150 00
Louis D. Eckert, Clerk	1,500 00	300 00
Benjamin L. Salmon, Clerk	900 00	150 00
Benjamin Addis, Clerk	900 00	150 00
John J. Brady, Clerk	1,200 00	300 00
Harry Saldinger, Clerk	400 00	140 00
John J. Coleman, Clerk	420 00	120 00
Moses Reznick, Clerk	400 00	140 00

In 860TC, Maintenance, Repairing, Tax Levy and Corporate Stock, it is proposed to change the lines:

Assistant Chief of Sanitary Division	$2,800 00
Architectural Draftsman, 7 at $2,355	16,485 00
Structural Steel Draftsman, 8 at $1,831.67	14,653 36
Architectural Draftsman, 2 at $1,570	3,140 00
Mechanical Draftsman, 5 at $1,570	7,850 00
Structural Steel Draftsman, 8 at $1,831.67	14,653 36
Inspector of New Buildings	1,884 00
Inspector of Masonry	2,355 00
Inspector of Masonry and Carpentry, 22 at $1,884	41,448 00
Inspector of Masonry and Carpentry	1,500 00
—to read:	
Assistant Chief of Sanitary Division (A. S. I., $500)	$2,400 00
Architectural Draftsman, 5 at $2,355	11,775 00
Architectural Draftsman, 41 at $1,831.67	75,098 47
Architectural Draftsman	1,570 00
Mechanical Draftsman, 4 at $1,570	6,280 00
Structural Steel Draftsman, 7 at $1,831.67	12,821 69
Inspector of Masonry and Carpentry	2,335 00
Inspector of Masonry and Carpentry, 21 at $1,884	39,564 00
Inspector of Masonry and Carpentry, 5 at $1,500	7,500 00
Unassigned balance (A. S. I.)	7,936 00
Unassigned balance (N. A. S. I.)	9,072 02

The position of Assistant Chief of Sanitary Division at $2,800 per annum was left vacant by the transfer of Robert W. Rodman to the vacant position of Chief of Sanitary Division. It is proposed to reduce the salary of the position of Assistant Chief to $2,400 per annum and to fill it by promoting James J. Sheridan, Sanitary Inspector, at $1,884 per annum. As the grade at $2,400 has not been established, the schedule cannot be modified to include it.

It is proposed to change the title of Mr. Trimble Foster from Inspector of Masonry, at $2,355 per annum, to that of Inspector of Masonry and Carpentry, at the same rate, to conform to the civil service designation.

Owing to lack of work, the inspecting and drafting force has been decreased, and it is proposed to abolish twelve vacant positions, as follows:

Abolish two positions of Architectural Draftsman at $2,355 per annum, leaving five incumbents.

Abolish five positions of Architectural Draftsman at $1,831.67 per year, leaving forty-one incumbents.

Abolish one position of Architectural Draftsman at $1,570 per annum, leaving one incumbent.

Abolish one position of Mechanical Draftsman at $1,570 per year, leaving four incumbents.

Abolish one position of Structural Steel Draftsman at $1,831.67 per annum, leaving seven incumbents.

Abolish one position of Inspector of Masonry and Carpentry at $1,884 per annum, leaving twenty-one incumbents.

Abolish one position of Inspector on New Buildings at $1,884 per annum. No other incumbent.

It is further proposed to create four new positions of Inspector of Masonry and Carpentry at the minimum rate of $1,500 per annum.

The new grades proposed have not been established and the schedule cannot be modified to include them. A request for the creation of the new and abolition of old grades has been filed. It is now before the Committee on Salaries and Grades.

The line item changes in detail as recommended herein are as follows:

Code No.	Schedule Line.	Schedule Transfer. Decrease.	Schedule Transfer. Increase.	Cash Transfer. Decrease.	Cash Transfer. Increase.
851	Assistant Secretary, 1 at $4,000	.....	$4,000 00	.....	$3,666 67
	Assistant Secretary, 1 at $3,500	$3,500 00	.....	$3,208 33	.....
	Clerk, 1 at $900	.....	900 00	.....	825 00
	Stenographer and Typewriter, 1 at $1,500	1,500 00	.....	1,375 00	.....
	Balance unassigned (N. A. S. I.)	.....	100 00	.....	91 66
		$5,000 00	$5,000 00	$4,583 33	$4,583 33
853	Examiner of Claims, 1 at $2,100	.....	$2,100 00	.....	$1,925 00
	Clerk, 4 at $2,100	$2,100 00	.....	$1,925 00	.....
860TC	Assistant Chief of Sanitary Division	2,800 00	.....	2,566 67	.....
	Architectural Draftsman, 2 at $2,355	4,710 00	.....	4,317 50	.....
	Architectural Draftsman, 5 at $1,831.67	9,158 35	.....	8,395 16	.....
	Architectural Draftsman, 1 at $1,570	1,570 00	.....	1,439 16	.....
	Mechanical Draftsman, 1 at $1,570	1,570 00	.....	1,439 16	.....
	Structural Steel Draftsman, 1 at $1,831.67	1,831 67	.....	1,679 03	.....
	Inspector of Masonry, 1 at $2,355	2,355 00	.....	2,158 75	.....
	Inspector of Masonry and Carpentry, 1 at $2,355	.....	2,355 00	.....	2,158 75
	Inspector of Masonry and Carpentry, 1 at $1,884	1,884 00	.....	1,727 00	.....
	Inspector of New Buildings, 1 at $1,884	1,884 00	.....	1,727 00	.....
	Balance unassigned	.....	25,408 02	.....	23,290 68
		$27,763 02	$27,763 02	$25,449 43	$25,449 43

I recommend that schedule 851 be modified to the extent necessary to provide for Mr. Johnson's increase of salary; that 853 be modified to the extent necessary to provide for Mr. Hagen's promotion, and that 860TC be modified to the extent necessary to cover Mr. Foster's change of title, and the decrease in the size of the present staff. The adoption of the attached resolutions will give effect to this recommendation. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as modified, for the Department of Education for the year 1914, as follows:

Special School Fund, Personal Service, Salaries Regular Employees, Administration.

851	Executive—	
	Secretary	$5,500 00
	Assistant Secretary	4,000 00
	Chief Clerk	3,000 00
	Clerk	2,250 00
	Clerk, 2 at $2,100	4,200 00
	Clerk	1,950 00
	Clerk	1,800 00
	Clerk	1,500 00
	Clerk	1,350 00

Clerk	1,050 00
Clerk	900 00
Clerk	750 00
Clerk, 2 at $540	1,080 00
Clerk	480 00
Clerk	420 00
Clerk	300 00
Stenographer and Typewriter	2,750 00
Stenographer and Typewriter, 4 at $1,500	6,000 00
Stenographer and Typewriter	1,050 00
Stenographer and Typewriter	600 00
Typewriting Copyist	1,200 00
Switchboard Operator	750 00
Switchboard Operator, 2 at $600	1,200 00
Librarian	1,200 00
Messenger	1,200 00
Balance unassigned	400 00
Schedule total	$46,880 00

853. Audit and Accounts—

Auditor	$5,500 00
Clerk	3,500 00
Clerk, 3 at $2,100	6,300 00
Clerk	1,800 00
Clerk, 5 at $1,500	7,500 00
Clerk, 2 at $1,350	2,700 00
Clerk, 6 at $1,200	7,200 00
Clerk, 2 at $1,050	2,100 00
Clerk, 6 at $900	5,400 00
Clerk, 3 at $750	2,250 00
Clerk, 3 at $600	1,800 00
Clerk, 10 at $540	5,400 00
Clerk, 2 at $420	840 00
Clerk, 3 at $400	1,200 00
Clerk, 7 at $300	2,100 00
Stenographer and Typewriter	1,500 00
Bookkeeper	2,600 00
Examiner of Claims	2,100 00
Examiner of Claims, 6 at $1,500	9,000 00
Typewriting Accountant	1,050 00
Typewriting Accountant	900 00
Clerk, Bookkeeper or Statistician, 12 at $1,500	18,000 00
Unassigned balance	10 00
Schedule total	$90,750 00

The appropriation for 12 Clerks, Bookkeepers or Statisticians is to be used for auditing and accounting of supplies in accordance with the direction of the Board of Education.

Maintenance, Repairing.

860TC Tax Levy and Corporate Stock Force—

Deputy Superintendent of School Buildings	$4,500 00
Assistant Chief of Heating and Ventilating Division	3,000 00
Assistant Chief of Electrical Division	2,800 00
Chief of Furniture Division	2,600 00
Assistant Chief of Furniture Division	2,355 00
Architectural Draftsman	3,000 00
Architectural Draftsman, 2 at $2,616.67	5,233 34
Architectural Draftsman, 5 at $2,355	11,775 00
Architectural Draftsman	2,224 17
Architectural Draftsman, 5 at $2,093.33	10,466 65
Architectural Draftsman	1,962 50
Architectural Draftsman, 41 at $1,831.67	75,098 47
Architectural Draftsman	1,570 00
Mechanical Draftsman	2,355 00
Mechanical Draftsman	2,224 17
Mechanical Draftsman	1,962 50
Mechanical Draftsman, 4 at $1,570	6,280 00
Mechanical Draftsman, 3 at $1,439.17	4,317 51
Mechanical Draftsman, 3 at $1,308.33	3,924 99
Structural Steel Draftsman	2,355 00
Structural Steel Draftsman, 7 at $1,831.67	12,821 69
Junior Draftsman, 12 at $915.83	10,989 96
Junior Draftsman, 4 at $900	3,600 00
Draftsman's Helper	1,177 50
Draftsman's Helper	915 83
General Inspector, 8 at $2,355	18,840 00
General Inspector of Repairs, 5 at $2,355	11,775 00
Inspector of Boiler and Pipe Covering	1,727 00
Inspector of Carpenter, 2 at $1,884	3,768 00
Electrical Inspector, 5 at $2,093.33	10,466 65
Electrical Inspector, 2 at $1,570	3,140 00
Inspector of Electrical Conductors	2,093 33
Furniture Inspector, 2 at $1,884	3,768 00
Heating and Ventilating Inspector, 2 at $2,198	4,396 00
Heating and Ventilating Inspector, 11 at $2,093.33	23,026 63
Inspector of Iron and Steel Construction	2,355 00
Inspector of Light and Ventilation	2,093 33
Inspector of Masonry and Carpentry	2,355 00
Inspector of Masonry, 5 at $1,884	9,420 00
Inspector of Masonry and Carpentry, 21 at $1,884	39,564 00
Inspector of Masonry and Carpentry, 12 at $1,727	20,724 00
Inspector of Masonry and Carpentry, 5 at $1,570	7,850 00
Inspector of Masonry and Carpentry, at $1,500	1,500 00
Inspector of Mason's Materials	2,860 00
Inspector of Painting	1,727 00
Inspector of Repairs, 10 at $1,884	18,840 00
Sanitary Inspector, 10 at $1,884	18,840 00
Photographer	1,500 00
Cleaner	600 00
Engineer	2,616 67
Foreman Carpenter	1,831 67
Plumber	1,884 00
Laborer	1,000 00
Laborer	785 00
Clerk, 2 at $480	960 00
Unassigned Balance	25,408 02
Schedule Total	$427,223 58
Tax Levy Allowance	$134,704 33
Corporate Stock Allowance	292,519 25
Total Allowance	$427,223 58

Which was adopted by the following vote:

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

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The Secretary was directed to transmit a copy of the report of the Comptroller to the Secretary of the Board of Education.

Board of Aldermen and City Clerk—Modification of Schedules and Transfer of Appropriations (Cal. No. 74).

(On December 31, 1913, the resolution of the Board of Aldermen, requesting an issue of $1,774.96 special revenue bonds (subdivision 8, section 188 of the Charter) for additional expenses of the Committee on Buildings of the Board of Aldermen, in connection with the revision of the Building Code, was referred to the Comptroller.)

The Secretary presented the following report of the Comptroller, recommending transfers of appropriations for 1913 to cover the above amount, and the modification of schedules affected thereby:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 3, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On December 23, 1913, the Board of Aldermen requested $1,774.96 in special revenue bonds, the proceeds whereof to be used by Committee on Buildings of the Board of Aldermen, for the purpose of meeting additional expenses in connection with revison of the Building Code. In connection therewith I report as follows:

The Committee on Buildings of the Board of Aldermen has been working for the past fifteen months on a proposed revision of the Building Code for the City. It was found necessary to employ experts and to incur other expenses in connection with many divisions of the proposed code. Under date of January 23, 1913, the Board of Aldermen requested the authorization of $15,000 to provide for these expenses. The request was approved by the Board of Estimate and Apportionment on February 20, 1913. The chairman of the committee states that this amount was insufficient to complete the work. A number of bills are now outstanding, and there is no money left in the account R. B. L.—20A to pay them. Following is a list of the outstanding liabilities:

Ernest W. Bradbury, Secretary—		
Salary for month of October	$160 00	
Salary for month of November	140 00	
Salary for month of December	150 00	
		$450 00
James P. Whiskeman, Expert—Expert services for August and September, 11 days, at $25 per day		275 00
Rent of office for September	$100 00	
Rent of office for October	100 00	
Rent of office for November	100 00	
Rent of office for December	100 00	
		400 00
New York Telephone Company—		
Bill for September	$12 93	
Bill for October	13 79	
Bill for November	13 39	
Bill for May	13 91	
Bill for June	19 04	
Bill for July	16 53	
Bill for August	17 93	
		107 52
Remington Typewriter Company—Rental of machines for months of October, November and December		10 50
Union Towel Supply Company—Towel service for months of September, October and November		3 00
Foster-Scott Ice Company—Ice for months of September, October and November		7 80
Crystal Water Company—Water supply for months of September, October and November		3 50
M. A. Underwood, stenographic minutes		497 64
Miscellaneous—Postage, car fares, messenger and telephone bills for December		20 00
		$1,774 96

The work of the Committee on Buildings was finished December 31, 1913. There are sufficient balances in 1913 accounts to permit of paying the above items without the issue of special revenue bonds. The salaries of the Secretary and Expert of the committee, amounting to $725, can be paid out of an unencumbered balance in the 1913 account entitled, Board of Aldermen and City Clerk, Personal Service, Salaries, Regular Employees, Legislation, No. 51, Board of Aldermen, and the office rent, amounting to $400, can be paid out of an unencumbered balance in the 1913 account entitled, Miscellaneous, City, Fixed Charges and Contributions, Rent, No. 2527, for The City of New York. I recommend the adoption of the attached resolutions authorizing transfer of $649.96 from the 1913 account, Miscellaneous, City, Fixed Charges and Contributions, Advertising, No. 2534, Advertising, not otherwise provided for, including arrearages, to the 1913 accounts, Board of Aldermen and City Clerk, Supplies, General Plant Supplies, Legislation, No. 61 Board of Aldermen, $542.44, and Board of Aldermen and City Clerk, Contract or Open Order Service, Communication, Telephone Service, Legislation, No. 66, Board of Aldermen, $107.52, the purpose of the transfer being to pay the outstanding bills above noted for supplies amounting to $542.44, and for telephone service amounting to $107.52.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds within appropriations for the year 1913, as follows:

FROM

MISCELLANEOUS, CITY.

Fixed Charges and Contributions, Advertising.

2534	Advertising, not otherwise provided for, including arrearages	$649 96

TO

BOARD OF ALDERMEN AND CITY CLERK.

Supplies, General Plant Supplies, Legislation.

61	Board of Aldermen	$542 44

Contract or Open Order Service, Communication, Telephone Service, Legislation.

66	Board of Aldermen	107 52
		$649 96

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the schedules, as revised, for year 1913, as follows:

BOARD OF ALDERMEN AND CITY CLERK.

Supplies, General Plant Supplies, Legislation.

61	Board of Aldermen	$617 44

Contract or Open Order Service, Communication, Telephone Service, Legislation.

66	Board of Aldermen	1,498 52

MISCELLANEOUS, CITY.

Fixed Charges and Contributions, Advertising.

2534	Advertising, not otherwise provided for, including arrearages	$55,751 26

Which was adopted by the following vote:

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

—

The Secretary was directed to notify the Board of Aldermen.

President, Borough of Manhattan—Modification of Schedules and Transfer of Appropriation (Cal. No. 75).

The Secretary presented the following report of the Comptroller, recommending a transfer of appropriations for 1914 for the office of the President, Borough of Manhattan, etc., and the modification of the schedules affected thereby:

(On February 20, 1914, a resolution of the Board of Aldermen, requesting an issue of $1,560 special revenue bonds (subdivision 8, section 188 of the Charter), for furnishing the Committee Room of the Board of Aldermen, in the City Hall, was referred to the Comptroller.)

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 3, 1914, the Board of Aldermen requested $1,560 in special revenue bonds, the proceeds to be applied to furnishing the committee room of the Board of Aldermen in the City Hall; all work to be done and money expended under the direction of the President of the Borough of Manhattan. In connection therewith I report as follows:

The room it is proposed to furnish is in the southeast wing of the City Hall adjoining the Aldermanic Chamber. The room has just been renovated throughout. The Superintendent of Public Buildings and Offices has made the following estimate of the furnishings required and their cost:

1 12-foot mahogany table	$125 00
24 Mahogany chairs, at $15	360 00
2 Six-foot mahogany desks, at $45	90 00
2 Mahogany desk chairs, at $10	20 00
2 Coat trees, at $7.50	15 00
1 Rug, 20 feet by 24 feet	250 00
2 Small rugs, at $50	100 00
10 Curtains, at $50	500 00
12 Brass cuspidors, at $2	24 00
Miscellaneous, desk fixtures, etc	16 00
	$1,500 00

The room is frequently used for public hearings, which are well attended, and some of the committees have fifteen members. This explains the large number of chairs and cuspidors required. The estimate appears to meet necessary requirements.

It will not be necessary, however, to issue special revenue bonds for this purpose, as the funds can be provided by transfer from the 1914 Budget account, Advertising, Fixed Charges and Contributions, No. 3005, Advertising Not Otherwise Provided for, including Arrearages.

I recommend the adoption of the attached resolutions providing for the necessary transfer and modification of schedules. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds appropriated for the year 1914, as follows:

FROM

ADVERTISING.

Fixed Charges and Contributions.

3005 Advertising Not Otherwise Provided For, including Arrearages.. $1,500 00

TO

PRESIDENT, BOROUGH OF MANHATTAN.

Purchase of Equipment, Office Equipment.

405 Care of Public Buildings and Offices..... $1,500 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1914, as follows:

PRESIDENT, BOROUGH OF MANHATTAN.

Purchase of Equipment, Office Equipment.

405 Care of Public Buildings and Offices—

General	$2,710 00
Furnishing Committee Room, Board of Aldermen	1,500 00
Schedule Total	$4,210 00

ADVERTISING.

Fixed Charges and Contributions.

3005 Advertising Not Otherwise Provided For, including Arrearages.... $173,500 00

Which was adopted by the following vote:

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

—

The Secretary was directed to notify the Board of Aldermen.

Departments of Health; Public Charities and Bellevue and Allied Hospitals—Report of Committee on Inquiry (Cal. No. 76).

The Secretary presented:

Report of the Committee on Inquiry into the Departments of Health, Charities and Bellevue and Allied Hospitals, entitled "Admissions to City Homes (Almshouses)."

Which was referred to the Committee on Social Welfare.

Board of Estimate and Apportionment, Standard Testing Laboratory—Monthly Report and Coal Register for February, 1914 (Cal. No. 77).

The Secretary presented the following communication from the Director of the Standard Testing Laboratory dated March 2, 1914, submitting extract from the monthly report and Coal Register for February, 1914; which was ordered printed in the minutes and filed:

Board of Estimate and Apportionment, City of New York, Standard Testing Laboratory, 127 Franklin Street, New York, March 2nd, 1914.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman, Board of Estimate and Apportionment,* 277 Broadway, New York City:

Sir I herewith beg to submit in tabulated form a report of the work performed by the Standard Testing Laboratory, Board of Estimate and Apportionment, during the month of February, 1914, together with a departmental summary.

There were submitted for analysis and examination during the month of February, 244 samples of supplies and materials of construction, the majority of which were obtained by the regular corps of samplers attached to the Standard Testing Laboratory.

Of the samples submitted for examination under specifications or standards, 43.09 per cent. complied with the requirements, while 56.91 per cent. failed to comply. The materials represented by the latter class were either rejected or an appropriate deduction was recommended to cover the deficiencies.

The routine examinations during the month are comprehensively given in the attached schedules.

The research work was carried on as usual during the month, as time and limited staff would permit, and consists of the following:

American Museum of Natural History—Research and report as to the composition of brass used for steam traps.

Armory Board—Tests and report on samples of roofing cement and roofing felt to be used at the 8th District Armory.

Board of City Record—Research on blotting and carbon papers.

Board of Estimate and Apportionment (Standard Testing Laboratory)—Experiments as to the usefulness of auto lubricating oils.

Commission on Standardization—For the purpose of preparing adequate standard specifications, the following research work was conducted and tentative specifications prepared or revised.

The following work was completed and reports submitted: Commercial chemicals, cutting board dressing, laboratory glassware, brush pitch, egg and shoe polish, textile fabrics, shoe wax.

Research work is being conducted on asphaltic materials, glue, preservative oils, wood blocks, surgical instrument steel, high speed tool steels and disinfectants.

Tentative specifications for chemicals and drugs revised.

Department of Docks and Ferries—Research work and preliminary report, including tentative specifications made on anti-corrosive and anti-fouling paints. Research completed on pine tar oil, soap powder, varnish removers and metallic zinc dust.

Department of Finance—Research work completed on disinfectants, book paper and liquid soaps. Metallographical study of manganese bronzes was continued.

Department of Parks—Analyses and physical tests of steel bars used in reinforcement concrete work.

Department of Public Charities—Research as to the composition of niccaloy metal used on operating tables.

President, Borough of Manhattan—Investigation as to the inflammability of gases and liquids produced by waste from garages, continued for the Superintendent of Buildings. Physical tests on sewer brick continued.

President, Borough of The Bronx—Research and tentative specifications on asphalt and coal tar road oils, also research and report on three samples of liquefied fluorspar and quartz.

President, Borough of Richmond—Report and tentative specifications based upon a research of coal gas, oil gas, water gas and coke oven tar creosotes; also methods of analysis of these creosotes. Petrographical study of granite blocks continued.

District Attorney, Richmond County—In connection with the proposed action of the District Attorney against the smoke nuisance emanating in Constable Hook, New Jersey, the required scientific instruments have been designed and are now in the course of construction.

For your information a synopsis of the Coal Register for the month of February, 1914, is also respectfully attached, showing a total saving to the City of $4,320.64 for that month. Respectfully submitted, OTTO H. KLEIN, Director.

(Statements on file.)

Board of Inebriety; Department of Correction—Recommendations for Collection, Storage and Distribution of Ice (Cal. No. 78).

(On February 20, 1914, the communication from the President, Board of Inebriety, in this matter was referred to the Committee on Standardization of Supplies.)

The Secretary presented a communication from the Board of Inebriety dated February 13, 1914, submitting a communication from the Executive Secretary and the Consulting Engineer of said Board containing recommendations with regard to the collection, storage and distribution of ice for City Departments, etc., and the following report of the Committee on Standardization of Supplies relative thereto:

Offices of Commissioner of Public Works, Borough of Manhattan, 21 Park Row, New York City, March 3, 1914.

Board of Estimate and Apportionment, 277 Broadway, New York City:

Gentlemen—On February 20th you referred to the Special Committee on Standardization, a communication from the President of the Board of Inebriety submitting a communication from the Executive Secretary and the Consulting Engineer of said Board containing recommendations with regard to the collection, storage and distribution of ice for City departments, together with certain suggestions with reference to the possibility of cutting a considerable quantity of ice during the present winter, and of arranging to supply it to City departments upon requisition by them and the assumption of the new obligations entailed from their regular budget appropriations.

It is understood that the Board of Inebriety has already purchased a small set of ice-cutting tools, but that the present equipment is not sufficient for the harvesting of a large quantity of ice such as seems to your Committee to be advisable. It is therefore recommended that your Board authorize the Board of Inebriety to arrange for the purchase of additional ice harvesting tools, and apply through the proper channel for funds to defray the expense thereof.

It is understood that the Commissioner of Corrections has considered the advisability of sending to the City farm certain of the men under the charge of the Bureau of Corrections to do ice harvesting in addition to and under the supervision of the force now at work on the City farm. It is believed that by this means several thousand tons could be harvested at no extra cost to the City above that of railroad fare to and from the farm for those men transferred by the Department of Corrections. The ice when harvested can be stacked in the open practically adjacent to the railroad siding which now exists at the City farm.

It is recommended that your Board approve a request for funds, if submitted by the Board of Inebriety, to house with a proper temporary structure, the ice harvested as above described.

It is further recommended that the Board of Inebriety negotiate with the Railroad Companies for a freight rate to include delivery of ice in carload lots at Jersey City, alongside string-piece, and also on the Erie siding in Manhattan.

It is further recommended that your Board approve all modifications in schedules for appropriations of the various departments which contemplate the contracting for delivery of ice which has been harvested and brought to the City in the manner above described instead of purchasing ice from ice manufacturers, and also for the purpose of defraying freight charges by transfer of funds from each of the several bureaus to the appropriations for the Board of Inebriety, under whose jurisdiction the loading and shipping should be undertaken. In a similar way the cost of loading, which must be paid from the funds of the Board of Inebriety, is to be recouped,—the cost being divided proportionately between the several departments, monthly, according to ice taken by them.

The investigations made by the Comptroller and the President of the Borough of Manhattan of the prices paid for ice during 1912 and 1913, in comparison with the tentative freight rate received on transfer of ice from the City farm to New York, and the estimated costs of harvesting and delivery, indicate a possible saving of rather more than one dollar per ton,—this is equivalent to approximately ten thousand dollars per year. It is very probable that some of the departments which require delivery of ice in small pieces at widely distributed points, will be unable to show a saving; but each department should be directed by your Board to make an investigation and demonstrate the facts in regard to this matter before further requisitions for the purchase of ice are made.

Resolutions covering the following points are submitted in accordance with the recommendations hereinabove contained.

Resolution approving purchase by the Board of Inebriety of additional ice tools to the extent of $250.

Resolution approving expense of transfer of men under the jurisdiction of the Department of Corrections between New York City and the City farm for the purpose of ice harvesting, provided the Department of Corrections can secure proper legal permit; such expense not to exceed $500—the same to be defrayed from the contingent fund of the Department of Correction by transfer from the contingent fund of the Board of Estimate and Apportionment.

Resolution requesting the Board of Inebriety to make an estimate of the cost for the erection of a temporary ice house to house ice harvested this winter, and to make formal application to the Board for monies to cover the same.

Resolution requesting the Board of Inebriety to negotiate with the several Railroad Companies involved for a freight rate for the transfer of ice in carload lots from the City farm to Jersey City and also to New York siding.

Resolution directing all City departments to investigate the possibility and costs of delivery of ice by their own existing equipment, or by contract from cars at Jersey City or upon Erie siding in the Borough of Manhattan to meet their several needs, and calling the attention of the several departments to the fact that it is the desire of the Board that no further requisitions or contracts be made for the delivery of ice until after such investigation has shown the relative costs involved between the two methods. Yours truly,

JOHN PURROY MITCHEL, Chairman; ....., Comptroller; MARCUS M. MARKS, President of the Borough of Manhattan.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the purchase by the Board of Inebriety of additional ice harvesting tools at a cost not to exceed two hundred and fifty dollars ($250).

Which was adopted by the following vote:

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

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the expenditure of an amount not to exceed $500 for the transfer of men under the jurisdiction of the Department of Correction between New York City and the City Farm under the jurisdiction of the Board of Inebriety, for the purpose of harvesting and storing ice, provided the Department of Correction can secure the necessary legal permission for such transfer; said expenditure to be charged against the appropriation made for Contingencies for the Department of Correction for the year 1914, the latter appropriation to be reimbursed by transfer from the appropriation for Contingencies, Board of Estimate and Apportionment for the same year.

Which was adopted by the following vote:

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

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The following resolution was offered:

Resolved, That the Board of Inebriety be and hereby is requested to submit an estimate of the cost of the erection of a temporary ice house for the storage of ice harvested during the present winter season, and to make formal application to the Board of Estimate and Apportionment for the moneys necessary to cover this expenditure.

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Inebriety be and hereby is requested to negotiate with the several railroad companies for a freight rate for the transportation of ice in carload lots from the City Farm, under the jurisdiction of said Board, to Jersey City, and also to the New York siding of the Erie Railroad.

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That all City Departments be and hereby are directed to investigate the possibility and costs of delivery of ice by their own existing equipment, or by contract, from freight cars at Jersey City or upon the Erie siding in the Borough of Manhattan, to meet their several needs, and that no further requisitions or contracts be made by said Departments for the delivery of ice until such investigation has shown the relative costs involved by the proposed and present methods.

Which was adopted by the following vote:

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

President, Borough of Richmond—Notification to Board of Amount of Work Performed in Bureau of Highways Under Cost Data Allowance, 1914 (Cal. No. 79).

The Secretary presented a communication from the Acting Commissioner of Public Works, Borough of Richmond, dated March 3, 1914, notifying the Board of the quantity of work performed in the Bureau of Highways under the cost data allowance in accordance with resolution adopted in the Budget for the year 1914.

Which was referred to the Comptroller.

Department of Parks, Borough of The Bronx—Approval of Contract, Etc. (Cal. No. 80).

The Secretary presented a communication from the Chief Engineer, Department of Parks, Borough of The Bronx, dated February 16, 1914, submitting final contract and estimate of cost ($349.70) for the services of Hoppin and Koen, architects, for the preparation of plans, specifications, etc., and supervision of the construction of the proposed new addition and installation of new heating plant in the Colonial Mansion, Van Cortlandt Park, and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 3, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 16, 1914, the Commissioner of Parks, Borough of The Bronx, requested approval of a form of final contract, and estimate of cost in the sum of three hundred and forty-nine dollars and seventy cents ($349.70), for the services of Hoppin and Koen, architects, No. 244 5th avenue, Manhattan, for the preparation of complete plans, specifications, etc., and supervision of the construction of the proposed new addition and installation of new heating plant in the Colonial Mansion, Van Cortlandt Park, Borough of The Bronx.

The cost of the contract is to be charged to the corporate stock fund, entitled, "C. D. P.—312G, Department of Parks, Borough of The Bronx, Erection of Addition and Installing New Heating Plant, Colonial Mansion, Van Cortlandt Park." The authorization in the sum of $28,000 was approved by the Board of Estimate and Apportionment on July 17, 1911, and by the Board of Aldermen on July 25, 1911. On February 24, 1914, an unencumbered balance of $15,145.25 remained in the fund.

Contracts for the construction work aggregating $12,194 have been awarded on plans and specifications prepared by the architects.

The estimate of cost, based upon a fee of five per cent (5%) of the actual cost of the construction work, less the amount paid for preliminary work, is reasonable.

The form of contract is similar to the form for final architects' contracts prepared by the Corporation Counsel.

It appears to be rather late to approve a contract for the preparation of plans and specifications for work already under contract, but as the final plans and specifications have been prepared by the architects, I recommend the adoption of the attached resolution approving the request.

I further recommend that the Commissioner of Parks, Borough of The Bronx, be notified to submit for the approval of the Board all contracts with architects prior to the submission of plans and specifications for the work. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to its resolution of July 11, 1912, hereby approves the form of final contract, for the services of Hoppin and Koen, architects, No. 244 5th avenue, Borough of Manhattan, for the preparation of complete plans, specifications, etc., and supervision of the construction of the proposed new addition and installation of new heating plant in the Colonial Mansion, Van Cortlandt Park, Borough of The Bronx, under the jurisdiction of the Department of Parks, Borough of The Bronx, at an estimate of cost in the sum of three hundred and forty-nine dollars and seventy cents ($349.70), being five (5) per cent. of the estimated cost of the construction work, less the amount paid for preliminary work; the cost to be charged against the corporate stock fund entitled "C. D. P.—312G, Department of Parks, Borough of The Bronx, Erection of Addition and Installing New Heating Plant, Colonial Mansion, Van Cortlandt Park."

Which was adopted by the following vote:

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

Brooklyn Public Library—Appropriation for Operation of Two New Branch Libraries (Cal. No. 81).

The Secretary presented a report of the Comptroller relative to the request of the President of Brooklyn Public Library for an appropriation of $8,320 to be used for the operation of two new branch libraries, and recommending that provision for this purpose should be made by transfer of funds if possible, but if no funds can be obtained from the 1914 Budget appropriations; by the issue of special revenue bonds under subdivision 8 of section 188 of the Greater New York Charter.

(On December 24, 1913, the request of the Brooklyn Public Library in the above matter was referred to the Comptroller.)

Which was ordered filed, and the Secretary directed to notify the President of the Brooklyn Public Library.

Department of Correction—Modification of Schedule (Cal. No. 82).

The Secretary presented a communication from the Commissioner of Correction, dated February 19, 1914, requesting a modification of a schedule for 1914, and the following report of the Comptroller recommending approval thereof:

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On February 19, 1914, the Commissioner of Correction requested modification of a salary schedule in her department for the year 1914. In connection therewith I report as follows:

The request is in Personal Service, Salaries, Regular Employees, Administration, 2625, Executive. In is proposed to increase the salary of Burdette G. Lewis, Deputy Commissioner, from $4,000 to $5,000 per annum by reducing the salary of the vacant positions of Secretary from $3,000 to $2,500 per annum, and Private Secretary from $2,500 to $2,000 per annum.

The request is in accordance with a resolution adopted by your Board on January 14, 1914; concurred in by the Board of Aldermen on February 3, 1914, and approved by the Mayor on February 17, 1914.

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered.

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Correction, to be effective as of February 17, 1914, as follows:

Personal Service, Salaries Regular Employees, Administration.

2625	Executive—	
	Commissioner	$7,500 00
	Deputy Commissioner	5,000 00
	Secretary	2,500 00
	Private Secretary	2,000 00
	Clerk	1,800 00
	Clerk	1,500 00
	Clerk	800 00
	Clerk	480 00
	Automobile Engineman	1,200 00
	Telephone Operator	600 00
	Laundress	450 00
	Cleaner	240 00
	Total	$24,070 00

Which was adopted by the following vote:

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

Law Department; Bureau of Weights and Measures—Modification of Schedules and Transfer of Appropriation (Cal. No. 83),

The Secretary presented a communication from the Bureau of Weights and Measures, dated March 3, 1914, requesting the transfer of $5,000 from the appropriation to the Law Department for 1914; communication from the Corporation Counsel, dated March 4, 1914, stating that he consented to said transfer with the understanding that the money was to be later returned to his Department, and the following report of the Comptroller, recommending said transfer and modification of schedules.

City of New York, Department of Finance, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—On March 3, 1914, the Commissioner of the Mayor's Bureau of Weights and Measures requested transfer of $5,000 from appropriations to the Law Department to appropriations in his Department for the year 1914. In connection therewith I report as follows:

The proposed transfer is from Law Department, Personal Service, No. 122, Wages, Temporary Employees, to Bureau of Weights and Measures, Personal Service, Wages, Temporary Employees, No. 233, Inspection. The purpose of the transfer is to permit the continued employment of temporary Inspectors of Snow Removal, now engaged on the work of cart measurement under the jurisdiction of the Commissioner of Weights and Measures. The Budget appropriation of $10,000 to No. 233 for Inspectors of Snow Removal is exhausted.

The Corporation Counsel has consented to the transfer on condition that any balance remaining of the $5,000 herein transferred on and after the expiration of the work of snow removal will be again transferred to his office. The Commissioner of Weights and Measures has agreed to the conditions as stated.

I recommend the adoption of the attached resolutions granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves transfer of funds within appropriations for the year 1914, as follows:

	FROM	
	LAW DEPARTMENT.	
	Personal Service.	
122	Wages, Temporary Employees	$5,000 00
	TO	
	BUREAU OF WEIGHTS AND MEASURES.	
	Personal Service, Wages Temporary Employees.	
233	Inspection	$5,000 00

Which was adopted by the following vote:

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

—

The following resolution was offered.

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1914, as follows:

	LAW DEPARTMENT.	
	Personal Service.	
122	Wages, Temporary Employees—	
	Process Server, at $1.15 per service	$12,500 00
	BUREAU OF WEIGHTS AND MEASURES.	
	Personal Service, Wages Temporary Employees.	
233	Inspection—	
	Inspection (snow removal), at $5 per day (3,000 days)	$15,000 00
	Stenographer and Typewriter, at $4 per day (150 days)	600 00
	Laborer, at $2.50 per day (10 days)	25 00
		$15,625 00

Which was adopted by the following vote:

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

New York Public Library; Municipal Reference Library—Management of and Approval of Schedules (Cal. No. 84).

The Secretary presented the following communication from the Comptroller, dated March 4, 1914, relative to the above matter:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, March 4, 1914.

To the Board of Estimate and Apportionment:

Gentlemen—The Municipal Reference Library which was opened formally on March 31, 1913, has been operating for almost a year under the direction of the Comptroller and as a charge against the appropriation for the Finance Department. At the opening of the library I stated as follows:

> "I believe that space should be provided immediately in the new Municipal Building for the Reference Library and that the Board of Estimate and Apportionment should undertake to provide for its conduct in that building as a separate division of the City government under the Board's control."

It was recognized at the time of the opening that proper provision could not be made by the Board of Estimate and Apportionment for the operation of the library in the Municipal Building, and I stated at the opening that, for the first six months at least, the salary expenditure for the library would be carried on the regular appropriations of the Department of Finance. Since that time I have been in consultation with representatives of the New York Public Library and others and have been endeavoring to work out a plan of operation which would insure the greatest possible usefulness for the library.

My conclusion is that the Municipal Reference Library should logically be under the control and direction of the Board of Estimate and Apportionment. The purpose of the library is to provide a fact centre for public officials, public employees, civic organizations and citizens. The library should be able to respond to any appeal for information on any subject that can reasonably be considered within the domain of municipal performance.

It should not be simply a place of bookshelves and books, but should be a live, vital, active force in municipal government. The head of the library should not be simply a custodian of books, but should be a man with a broad and sympathetic knowledge of problems of the City and with an active purpose to assist the officials, employees and citizens in working out these problems.

While the logical place for the library is under the direction of the Board of Estimate and Apportionment, the fact is that no member of the Board has the technical training or available time to fit him for the duty of seeing that the library is run properly. Although this library differs from other libraries, it will require technical direction such as is essential to the proper management of any public library. I believe that the necessary direction can be obtained from the New York Public Library. Mr. E. H. Anderson, Director of the New York Public Library, has kindly offered to have the New York Public Library take the management of the Municipal Reference Library. This is in accordance with the excellent suggestion made by the Committee of the National Municipal League in 1910, to which I referred at the opening of the Municipal Reference Library. The Committee of the National Municipal League recommended that municipal reference libraries should be established in all large cities and that, as a general rule, such libraries should be under the control of the Public Library and should be located in the City Hall where feasible.

Of course, it is more convenient to the people who will use the library to have it located in the Municipal Building, in New York City.

At my request Mr. Anderson has submitted a tentative Budget for the maintenance of the Municipal Reference Library for the year 1914, beginning April 1st. The initial rate of the salary Budget proposed is as follows:

Librarian	$3,500 00
First Assistant Librarian	2,400 00
Cataloguer	1,200 00
Stenographer	900 00
Two (2) Clerks, at $300	600 00
Total	$8,600 00

The total cost in 1914 of the Budget proposed is as follows:

Total Salaries, 9 months	$6,450 00
Furniture and equipment	1,000 00
Stationery and supplies	500 00
Telephone, carfares, etc.	200 00
Sundries	300 00
Books, periodicals, etc.	5,000 00
Total	$13,450 00

The above figures do not include anything for shelving and racks. The item of $1,000 for furniture and equipment is to cover movable furniture and equipment and does not refer to the fixtures.

I recommend that the Board of Estimate and Apportionment approve the schedule of salaries proposed and take the necessary means to provide for the operation of the library for the nine months of the year 1914, beginning April 1st. It will not be possible to equip a library in the Municipal Building by April 1st, but provision should be made to install the library there as soon as possible. The necessary shelving and racks in the library will be a part of the construction cost of the Municipal Building and will be charged to the appropriation of Corporate Stock already made. The operating cost for 1914 can probably be provided for by transfer.

The adoption of the attached resolutions will carry my recommendations into effect. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby authorizes the New York Public Library to assume the management of the Municipal Reference Library and to operate it as a branch in the Municipal Building, provided, however, that this authorization may be rescinded at any time by the Board of Estimate and Apportionment.

Which was adopted by the following vote:

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

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves a schedule of salaries for the year 1914 for the Municipal Reference Library, branch of the New York Public Library, as follows:

Personal Service, Salaries Regular Employees.

Librarian	$3,500 00
1st Assistant Librarian	2,400 00
Cataloguer	1,200 00
Stenographer	900 00
Clerk, 2 at $300	600 00
Total	$8,600 00

Which was adopted by the following vote:

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

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves a schedule of expenses, for other than personal service, for the Municipal Reference Library, for the year 1914, as follows:

Furniture and equipment	$1,000 00
Stationery and supplies	500 00
Telephone, carfares, etc.	200 00
Sundries	300 00
Books, periodicals, etc.	5,000 00
Total	$7,000 00

Which was adopted by the following vote:

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

New York Sewer Plan Commission—Provision for Funds to Meet Expenses of (Cal. No. 85).

The Secretary presented a report of the Committee on City Plan relative to the provision of funds to meet the expenses of the New York Sewer Plan Commission.

The Committee reports that it believes that the work of the Sewer Plan Commission should be carried on without interruption and that the Commission should be prepared to take over and make the best use of the records and accumulated data of the Metropolitan Sewerage Commission, which has repeatedly said that its work would be completed by May 1st of the present year. The New York Sewer Plan Commission is doing important work in the investigation of plans prepared by the borough authorities involving sewer outlets and sewage treatment plants which, while located in one borough, may seriously affect the solution of the sewerage problems in other boroughs. The Committee believes that this work should be continuous and should not depend upon occasional authorizations of corporate stock, and therefore recommends an issue of special revenue bonds in the sum of $12,000 to cover the expenses of the Commission for the remainder of this year, and that provision hereafter be made for the Commission in the Tax Budget.

(On November 26, 1913, the request of the Commission for an appropriation for its expenses was referred to the Corporate Stock Budget Committee.)

(This matter was, upon recommendation of the Corporate Stock Budget Committee, referred to the Committee on City Plan on February 20, 1914.)

Which was laid over one week (March 13, 1914).

The following Financial matters, not on the Calendar for this day, were considered by unanimous consent:

Presidents of the Several Boroughs—Issues of Corporate Stock for Repaving (No. 86).

The report of the Committee on Corporate Stock Budget in relation to an issue of corporate stock for repaving, was ordered on the Calendar for the meeting of March 13, 1914.

Department of Correction; President of the Borough of Manhattan—Transfer of Jurisdiction Over Construction of Detention House for Women and Women's Prison (No. 87).

The Secretary presented a communication from the Commissioner of Correction, dated March 3, 1914, suggesting that the jurisdiction over the construction of the Detention House for Women and Women's Prison be transferred from the President of the Borough of Manhattan to the Commissioner of Correction.

(On June 26, 1913, the Board authorized the issue of $450,000 corporate stock for the acquisition of a site and construction of a building under the jurisdiction of the President of Manhattan as a Women's Court, Women's Jail and the place of Detention for Women.)

(On January 9, 1914, the Board approved of the preliminary contract with Griffin & Wynkoop, architects, for the preparation of plans for the construction of a building for the above purpose on West 30th street near 7th avenue, Manhattan.)

(On February 20, 1914, an ordinance of the Board of Aldermen, selecting the site on West 30th street near 7th avenue, Manhattan, for the erection of a building thereon for the above purposes, under the jurisdiction of the President of Manhattan, was referred to the Comptroller.)

Which was referred to the Comptroller.

District Attorney, Bronx County—Additional Appropriation for Purchase of a Law Library (No. 88).

The Secretary presented a communication from the District Attorney of Bronx County, dated March 5, 1914, requesting an additional appropriation of $1,930.50 for the purchase of a law library for use of the officials of Bronx County.

Which was referred to the Comptroller.

Sheriff, New York County—Abolishment of Ludlow Street Jail (No. 89).

The Secretary presented a communication from the City Club of New York, dated March 4, 1914, suggesting that the Board abolish the Ludlow Street Jail and turn the property over to the Commissioners of the Sinking Fund for the erection thereon of a small building to contain not over 25 cells, also to inquire if other means cannot be found for caring for prisoners committed to the care of the Sheriff of New York County.

(A similar communication of the Sheriff of New York County was presented to the Board on February 6, 1914, and referred to the Committee on Corporate Stock Budget and to the Commissioners of the Sinking Fund.)

Which was referred to the Committee on Corporate Stock Budget and to the Commissioners of the Sinking Fund.

Department of Docks and Ferries—Issue of Corporate Stock (No. 90).

The Secretary presented a communication from the Secretary, Commissioners of the Sinking Fund, dated March 4, 1914, transmitting certified copies of two resolutions adopted by said Commissioners on March 4, 1914, as follows:

A—Recommending the issue of $28,000 corporate stock for the construction of an extension to pier (new) No. 35, North River.

B—Recommending the issue of $35,000 corporate stock for the construction of an extension to Pier No. 27, North River.

Which was referred to the Committee on Corporate Stock Budget.

On motion, the Board adjourned to meet Friday, March 13, 1914, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

Department of Water Supply, Gas and Electricity.

Report for the week ending March 7, 1914:

Statements of collections, Bureau Water Register, all Boroughs, $262,276.57.

Contracts Entered Into—Miscellaneous supplies (oils and greases), all Boroughs, dated March 3, 1914; contractor, High Grade Oil Refining Company; surety, American Surety Company; estimated cost, $2,809.39. Miscellaneous supplies (cotton waste), all Boroughs; dated March 4, 1914; contractor, Hoffman-Corr Manufacturing Company; surety, American Surety Company of New York; estimated cost, $1,046.91. Miscellaneous supplies (packing), Brooklyn and Richmond; dated March 4, 1914; contractor, New York Belting and Packing Company; surety, American Surety Company of New York; estimated cost, $262.50. Miscellaneous supplies (rubber boots), all Boroughs; dated March 5, 1914; contractor, Converse Rubber Shoe Company; surety, American Surety Company of New York; estimated cost, $1,454.17. Rubber coats, Brooklyn and Richmond; dated March 5, 1914; contractor, Louis S. Gimbel; surety, United States Fidelity and Guaranty Company; estimated cost, $344.13. Furnishing, etc., cast iron pipe, special and valve box castings, valves and double nozzle hydrants (Section 3), Richmond; dated March 7, 1914; contractor, Crane Company; surety, American Surety Company of New York; estimated cost, $7,516.43.

MANHATTAN.

Appointed—Maurice Berger, 1830 Vineyard place, The Bronx, Inspector of Light and Power, at $1,200 per annum.

Increased—James J. Gunning, Clerk, $900 to $1,050 per annum.

Deceased—John J. Flannery, General Bookkeeper; 2 Laborers.

Removed, Lack of Appropriation—Francis G. LeVein, Assistant Engineer; Edward Kloberg, Assistant Engineer; 2 Machinists.

Retired on Pension—1 Laborer.

THE BRONX.

Increased—Michael C. Balsam, Inspector of Meters and Water Consumption, $1,100 to $1,200 per annum.

BROOKLYN.

Reinstated—Leander Wright, Amityville, L. I., Foreman of Laborers, at $1,800 per annum.

Appointed—Benjamin Howell, Orchard st., Jamaica, L. I., Clerk, at $600 per annum.

Removed—Joseph Goldberg, Transitman; James P. Corigan, Charles S. Smith and Patrick McCarthy, Assistant Foremen; 1 Machinist's Helper; 1 Licensed Fireman; Bernard A. Owens, Foreman of Laborers.

Deceased—George E. Hopkins, Inspector of Meters and Water Consumption.

Resigned—Bernard D. Cohen, Junior Mechanical Draftsman.

RICHMOND.

Deecased—Joseph Pearson, Clerk, 1 Laborer.

Promoted—1 Stoker to Stationary Engineer, $3 to $4.50 per day.

Resigned—John E. Bowe, Deputy Commissioner.

F. T. PARSONS, Deputy Commissioner.

Report for the week ending March 14, 1914:

Statement of collections, Bureau of Water Register, all Boroughs, $449,721.88.

MANHATTAN.

Appointed—James J. Haley, 923 E. 15th st., Brooklyn, Clerk, at $300 per annum. David J. Traynor, 162 E. 113th st., Clerk, at $300 per annum. Samuel Goldstein, 6 Willett st., Clerk, at $300 per annum. Peter J. Farrell, 254 Adelphi st., Brooklyn, Clerk, at $300 per annum. Dudley Cairns, 1405 2d ave., Inspector of Meters and Water Consumption, at $1,100 per annum.

Removed—Bennett Rose, John Nichols, Joseph Hansbury and Joseph R. McClernon, Temporary 1st Grade Clerks.

Resigned—Maurice Berger, Inspector of Meters and Water Consumption; Cornelius Buckley, Inspector of Meters and Water Consumption; Howard Kelly, Stenographer and Typewriter.

THE BRONX.

Appointed—Anton C. Danton, 83 Manhattan ave., Telephone Operator, at $720 per annum.

BROOKLYN.

Appointed—Abraham Turkeltraub, 116 Amboy st., Brooklyn, Clerk, at $300 per annum; Charles Buxbaum, 355 Sheffield st., Brooklyn, Clerk, at $300 per annum; Matthew A. J. Bigger, 241 Pearl st., Brooklyn, Clerk, at $300 per annum. David White, 510 W. 148th st.; James S. Smith, 133 Grand ave., Brooklyn; William J. Farrell, 393 E. 142d st.; John F. Mahoney, 513 E. 79th st.; Louis A. Zahn, 18th st., Elmhurst; Edward B. Lent, 319 12th st., Brooklyn; Stephen F. Huggard, 152 Irving place; John Seibel, 235 E. 74th st.; William H. Byrne, 213 11th st., Brooklyn; William F. Martinez, 291 Hoyt st., Brooklyn; Eugene T. Lenahan, 150 Nassau st.; John F. McKenna, Jr., 7808 3d ave.; Chas. H. J. McNamara, 3440 Post ave., Brooklyn; Neil B. McBride, 355 Adelphi st., Brooklyn; James M. Quinn, 603 Jefferson ave., Brooklyn; Christopher Kane, 1205 8th ave.; William H. Balke, 247 E. 123d st.; James V. Fequeroa, 315 West st., Brooklyn; Louis Schoen, 296 S. 1st st., Brooklyn, Inspectors of Meters and Water Consumption, at $1,100 per annum.

Increased—Michael J. Roe, Stenographer and Typewriter, $900 to $1,050 per annum.

QUEENS.

Deceased—1 Laborer.

RICHMOND.

Appointed—William R. Hillyer, Deputy Commissioner, at $3,000 per annum.

F. T. PARSONS, Deputy Commissioner.

DEPARTMENT OF FINANCE.

Abstract of the Transactions of the Bureau of the Chamberlain for the Week Ending February 14, 1914.

Office of the Chamberlain, New York, February 26, 1914.

Hon. JOHN PURROY MITCHEL, Mayor:

Sir—In pursuance of section 196, chapter 466 of the Laws of 1901, I have the honor to present herewith a report to February 14, 1914, of all moneys received by me and the amount of all warrants paid by me since February 7, 1914, and the amount remaining to the credit of the City on February 14, 1914.

Very respectfully, HENRY BRUERE, Chamberlain.

The City of New York, in Account with Henry Bruere, Chamberlain, During the Week Ending February 14, 1914.

1914.	CR.				
Feb. 7	By Balance				$22,113,846 38
	RECEIPTS.				
" 14	Taxes:				
	Borough of Manhattan	Receiver of Taxes	$383,359 71		
	Borough of The Bronx	"	43,817 09		
	Borough of Brooklyn	"	122,722 44		
	Borough of Queens	"	25,966 52		
	Borough of Richmond	"	4,155 61		
				$580,019 37	
	Water Rents, Borough of Brooklyn	Receiver of Taxes		1,644 78	
	Water Rents, Borough of Queens	"		50 09	
	Arrears of Taxes, 1899, etc:				
	Borough of Manhattan	Collector Assessments	$40,627 70		
	Borough of The Bronx	"	28,330 26		
	Borough of Brooklyn	"	66,957 07		
	Borough of Queens	"	12,625 96		
	Borough of Richmond	"	3,403 24		
				151,944 23	
	Street Improvement Fund, Jan. 1, 1898:				
	Borough of Manhattan	Collector Assessments	$9,384 31		
	Borough of The Bronx	"	12,414 30		
	Borough of Brooklyn	"	42,176 86		
	Borough of Queens	"	9,710 94		
	Borough of Richmond	"	4,450 90		
				78,137 31	
	Interest on Assessments—Street Improvement Fund:				
	Borough of Manhattan	Collector Assessments	$1,235 75		
	Borough of The Bronx	"	974 17		
	Borough of Brooklyn	"	2,793 34		
	Borough of Queens	"	551 55		
	Borough of Richmond	"	302 59		
				5,857 40	
	Fund for Street and Park Openings:				
	Borough of Manhattan	Collector Assessments	$65,907 69		
	Borough of The Bronx	"	6,972 71		
	Borough of Brooklyn	"	9,339 33		
	Borough of Queens	"	9,020 66		
	Borough of Richmond	"	6,094 46		
				97,334 85	
	Restoring Pavements, Borough of Manhattan	Collector of Assessments.		37 44	
	Interest on Restoring Pavements, Borough of Manhattan	"		3 69	
	Williamsbridge Sewer Fund, Borough of The Bronx	"		35 98	
	Receipts and Expenses of Tax Sales, Borough of The Bronx	"		69 00	
		"		239 40	
	Principal and Interest on 26th Ward Bonds, Borough of Brooklyn	"		586 24	
	Sewer Assessments, 29th Ward, Installments, Borough of Brooklyn	"		22 85	
	Opening and Grading Assessments, 31st Ward, Installments, Borough of Brooklyn	"		98 39	
	Flatbush Ave. Improvement, 29th Ward, Borough of Brooklyn	"		237 47	
	Opening, etc., Bedford Ave., etc., Borough of Brooklyn	"		219 80	
	Arrears of Water Rents, 1898, and Subsequently, Borough of Brooklyn	"		3,793 76	
	Interest on Water Rents, 1898, and Subsequently, Borough of Brooklyn	"		961 85	
	Water Rents, Long Island City, Borough of Queens	"		110 05	
	Interest on Water Rents, Long Island City, Borough of Queens	"		15 24	
	Water Rents, Village of Whitestone, Borough of Queens	"		2 60	
	Interest on Water Rents, Village of Whitestone, Borough of Queens	"		33	
	Water Rents, Village of Bayside, Borough of Queens	"		24 60	
	Interest on Water Rents, Village of Bayside, Borough of Queens	"		3 06	
	Receipts and Expenses of Sales, Borough of Queens	"		3 00	
	Receipts and Expenses of Tax Sales, Borough of Richmond	"		31 50	
	Brooklyn Bridge Revenue, 1914	Kracke		11,147 71	
	Brooklyn Bridge Revenue, Material and Labor, 1914	"		207 90	
	Williamsburgh Bridge Revenue, 1914	"		4,364 95	
	Water Meter Fund, Borough of Brooklyn	Williams		115 99	
	Water Revenue, Borough of Brooklyn	"		84 29	
	Water Rents, Borough of Brooklyn	"		75,795 25	
	Water Rents, Borough of Queens	"		5,705 61	
	Water Meter Fund, Borough of Richmond	"		29 29	
	Electric Meter Test Deposits	Comptroller		4 00	
	Reimbursement by Railway Companies for Repaving Street Between Tracks	Marks		204 08	
	Common Land Fund, Late Town of Gravesend	Goodacre		8 00	
	Unclaimed Salaries and Wages	Timmerman		167 46	
	Department of Street Cleaning—Pension Fund	Fetherston		2,962 92	
	New York Sanitary Utilization Company	"		99 00	
	Construction of Private Sewers, Borough of Queens	Connolly		165 00	
	Forfeited Recognizances, New York County	Whitman		250 00	
	Restoring and Repaving, Borough of Manhattan	Comptroller	$69 00		
		Marks	3,240 53		
				3,309 53	
	Restoring and Repaving, Borough of The Bronx	Mathewson		565 00	
	Restoring and Repaving, Borough of Brooklyn	Pounds		1,083 70	
	Restoring and Repaving, Borough of Queens	Connolly		397 00	
	Restoring and Repaving, Borough of Richmond	McCormack		137 08	
	Excise Taxes, Queens County	Jervis	$275 00		
	Excise Taxes, Richmond County	Murphy	210 00		
				485 00	
	Water Meter Fund No. 2, Borough of Manhattan	Williams		76 63	
	Sheriff's Fees, New York County	Grifenhagen		9,757 55	
	Land Title Registration	"		40 75	
	Public Service Commission — Rapid Transit Construction	Comptroller		31,977 50	
	New York and Brooklyn Bridge Revenue, 1910	"		1,000 00	
	Williamsburgh Bridge Maintenance Fund	"		1,000 00	
	Department of Education—Suspense Account	Cook		1,052 26	
	General Fund:				
	Interest on Taxes:				
	Borough of Manhattan	Rec. Taxes	$12,673 04		
	Borough of The Bronx	"	1,473 61		
	Borough of Brooklyn	"	3,935 25		
	Borough of Queens	"	839 41		
	Borough of Richmond	"	144 91		
				$19,066 22	
	Subpœna Fees, Borough of Manhattan	Rec. Taxes	$15 00		
	Water Rents, Borough of Richmond	"	44 21		
	Water Rents, Borough of Queens	"	12 78		

1914.	CR.				
Feb. 14	By Interest on Arrears of Taxes, 1899, etc.:				
	Borough of Manhattan	Col. As'mt	$5,211 48		
	Borough of The Bronx	"	3,587 25		
	Borough of Brooklyn	"	11,781 51		
	Borough of Queens	"	2,075 28		
	Borough of Richmond	"	719 92		
				$23,375 44	
	Interest on Assessments—Street and Park Openings:				
	Borough of Manhattan	Col. As'mt	$5,985 84		
	Borough of The Bronx	"	647 31		
	Borough of Brooklyn	"	765 29		
	Borough of Queens	"	199 19		
	Borough of Richmond	"	378 27		
				7,975 90	
	Interest on Assessments, Borough of Brooklyn	Collector Assessments		$36 26	
	Interest on Opening, etc., Bedford Ave., Borough of Brooklyn	"		37	
	Interest on Principal and Interest, 26th Ward Bonds, Borough of Brooklyn	"		57 72	
	Arrears of Water Rents, Borough of Richmond	"		119 13	
	Interest on Water Rents, Borough of Richmond	"		17 47	
	Interest on Arrears of Taxes, 1898, etc., Boroughs of Manhattan and The Bronx	"		761 31	
	Interest on Assessments, Street and Park Openings, Borough of The Bronx	"		17 18	
	Interest on Arrears of Taxes, 1897, etc., Borough of Brooklyn	"		79 30	
	Interest on Assessments, Borough of Brooklyn	"		10 69	
	Interest on Arrears of Taxes, 1897, etc., Borough of Queens	"		235 33	
	Notices on Sales for Arrears of Taxes, Borough of Queens	"		5 00	
	Interest on Arrears of Taxes, 1897, etc., Borough of Richmond	"		20	
	Chamberlain's Commissions, etc.	Bruere		665 36	
	Commissioner of Licenses	Bell		75 00	
	Department of Bridges	Kracke		489 25	
	Department of Finance	Comptroller		6,075 27	
	Department of Finance—Collector City Revenue	Goodacre		5,356 13	
	Department of Finance—City Paymaster	Timmerman		27 00	
	Department of Water Supply, Gas and Electricity, Borough of Manhattan	Williams		99 64	
	Department of Water Supply, Gas and Electricity, Borough of The Bronx	"		36 63	
	Department of Water Supply, Gas and Electricity, Borough of Queens	"		585 39	
	Department of Water Supply, Gas and Electricity, Borough of Richmond	"		2,020 91	
	President of the Borough of Manhattan	Marks		111 50	
	President of the Borough of The Bronx	Mathewson		35 00	
	President of the Borough of Brooklyn	Pounds		65 69	
	President of the Borough of Brooklyn—Bureau of Sewers	"		758 40	
	President of the Borough of Queens	Connolly		75 00	
	President of the Borough of Richmond	McCormack		17 24	
	Sundry Licenses, Boroughs of Manhattan and The Bronx	Rosenthal		2,963 00	
	Sundry Licenses, Boroughs of Manhattan and The Bronx and Brooklyn	"		423 25	
	Sundry Licenses, Borough of Queens	"		31 50	
	Sundry Licenses, Borough of Richmond	"		17 00	
	Brooklyn Society for the Prevention of Cruelty to Children			1,003 70	
	New York State Board of Pharmacy	Steiner		4 00	
				72,765 37	
	Bellevue Hospital, 1913—364	Timmerman		62 13	
	Fordham Hospital, 1913—371	"		11 45	
	Gouverneur Hospital, 1913—367	"		3 20	
	Harlem Hospital, 1913—369	"		19 23	
	College of The City of New York, 1913—3349	"		9 33	
	District Attorney, Richmond County, 1913—2956	Comptroller		166 05	
	Fire Department, 1913—1366	Timmerman		31 45	
	Department of Bridges, 1913—144	"		14 51	
	Department of Finance, 1913—72	"		35 49	
	Department of Finance, 1913—77	"		39 52	
	Department of Finance, 1913—78	"		46 90	
	Department of Finance, 1913—93	"		136 14	
	Department of Health, 1913—525	"		11 98	
	Department of Health, 1913—532	"		1 92	
	Department of Health, 1913—533	"		148 51	
	Department of Health, 1913—534	"		42 58	
	Department of Health, 1913—530	"		2 40	
	Department of Health, 1913—537	"		11 00	
	Department of Parks, Borough of The Bronx, 1913—1640	Comptroller		3 15	
	Department of Parks, Borough of The Bronx, 1913—1686	"		1 50	
	Department of Water Supply, Gas and Electricity, 1913—688	Timmerman		16 12	
	President of the Borough of The Bronx, 1914—460	Mathewson		2 45	
	President of the Borough of The Bronx, 1914—481	"		2 50	
	President of the Borough of Brooklyn, 1913—3097	Comptroller		5 66	
	President of the Borough of Brooklyn, 1913—2937	Timmerman		51 61	
	President of the Borough of Brooklyn, 1913—2943	"		4 84	
	President of the Borough of Brooklyn, 1913—2955	"		58 50	
	Tenement House Department, 1913—320	"		22 92	
	Municipal Garage, R. D. B. 2	Kracke		560 04	
	Department of Water Supply, Gas and Electricity, R. D. W. 17A	Williams		40 00	
	Department of Finance, R. F. M. 25F	Comptroller		30 00	
	Proceeds of Sale of 2⅞ per cent. Corporate Stock Notes for Various Municipal Purposes	Salomon Bros. & Hutzler	$991,178 08		
		Morgan Bartlett	495,077 06		
	Proceeds of Sale of 3⅛ per cent. Corporate Stock Notes for Various Municipal Purposes	Goldman, Sachs & Co.	1,922,663 01		
				3,408,918 15	
	Proceeds of Sale of 2⅞ per cent. Corporate Stock Notes to Provide Supply of Water	Salomon Bros. & Hutzler		495,589 04	
	3½ per cent. Revenue Bills, 1914	J. S. Bache & Co.	$476,429 80		
	3¼ per cent. Revenue Bills, 1914	Bernhard Scholle & Co	1,185,779 25		
		Heidelbach, Ickelheimer & Co.	948,242 62		
				2,610,451 67	
	Boroughs of Manhattan and The Bronx—				
	Arrears of Taxes, 1898, etc.	Collector of Assessments.		2,512 50	
	Receipts and Expenses of Tax Sales	"		30 00	

1914.	Cr.			
Feb. 14	By Boroughs of Manhattan and The Bronx—			
	Towns of Westchester—Taxes	Collector of Assessments.	$986 23	
	Towns of Westchester—Interest on Taxes	" "	393 44	
	Borough of Brooklyn—			
	Arrears of Taxes, 1897, etc	" "	41 15	
	Local Improvements, Late Town of New Utrecht	" "	96 96	
	Board of Assessors' Decisions	" "	27 00	
	Interest on Board of Assessors' Decisions	" "	69 66	
	Borough of Queens—			
	Arrears of Taxes, 1897, etc	" "	192 11	
	General Improvement Commission, Installments	" "	405 43	
	Interest, General Improvement Commission, Installments	" "	5 48	
	General Improvement Commission, Full Payment	" "	20 19	
	Borough of Richmond—			
	Arrears of Taxes, 1897, etc	" "	37 53	
				$7,667,522 72
				$29,781,369 10
Feb. 14, 1914.	By Balance			$23,721,118 39

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

1914.	Dr.	
Feb. 14	To Revenue Bond Fund—Armory Board	$45 00
	Revenue Bond Fund—Bellevue and Allied Hospitals—Deficiency in Budget Items, 1913	304 32
	Revenue Bond Fund—County Clerk, Bronx County—Salaries, 1914	36 29
	Revenue Bond Fund—County Clerk, Bronx County—Supplies and Contingencies, 1914	170 45
	Revenue Bond Fund—Claims	13,785 79
	Revenue Bond Fund—Public Service Commission—General Expenses in Connection With New Transportation Facilities	1,425 00
	Revenue Bond Fund—Public Service Commission, First District, New York, Expenses of, 1912	4,319 86
	Revenue Bond Fund—Public Service Commission, First District, New York, Expenses of, 1913	935 67
	Revenue Bond Fund—Public Service Commission, First District, New York, Expenses of, 1914	4,088 86
	Revenue Bond Fund—Court of Special Sessions, City of New York—Furnishing and Equipping Children's Court Building at Jamaica, 1913	26 00
	Revenue Bond Fund—County Court, Kings County—Compensation of Judges from Other Counties	100 00
	Revenue Bond Fund—Supreme Court, First Department—Appellate Division—Fees of Stenographers to Official Referees, 1913	444 20
	Revenue Bond Fund—Court of General Sessions, Stenographer's Fees and Printing Minutes on Appeal, 1913	50 50
	Revenue Bond Fund—Expenses of Conducting Investigations and Possible Actions Against Persons Connected With Contracts With the State of New York	24 00
	Revenue Bond Fund—District Attorney, Kings County—Expenses of Extradition of Fugitive Criminals, etc	203 15
	Revenue Bond Fund—District Attorney, Kings County—Miscellaneous Expenses, 1908, 1909 and 1910	232 70
	Revenue Bond Fund—District Attorney, Richmond County—Special Expenses in Skunks Misery Cases	93 00
	Revenue Bond Fund—District Attorney, Richmond County—Deficiency in Budget Item 3956—1913	609 00
	Revenue Bond Fund—Municipal Garage—Maintenance and Supplies	305 19
	Revenue Bond Fund—Department of Education—Expenses of Study of Conditions, etc., of Schools	144 46
	Revenue Bond Fund—Department of Health—Alterations and Equipment of New Quarters in Centre St	198 15
	Revenue Bond Fund—Department of Parks, Boroughs of Manhattan and Richmond—Repairing Roof of New York Public Library 1913	2,196 41
	Revenue Bond Fund—Judgments	640 81
	Revenue Bond Fund—Payment of County Charges and Expenses	420 00
	Revenue Bond Fund—Payment of Premiums on Bonds of Municipal Officers	308 57
	Revenue Bond Fund—Payment of Premium on Bonds of County Officers, etc., New York County	63 50
	Revenue Bond Fund—Payment of Premiums on Bonds of County Officers, etc., Bronx County	1,989 00
	Revenue Bond Fund—Payment of Premiums on Bonds of County Officers, etc., Kings County	270 82
	Revenue Bond Fund—Payment of Premiums on Bonds of County Officers, etc., Queens County	381 17
	Revenue Bond Fund—Police Department—Deficiency in Police Fund, Uniformed Force Surgeons, etc., 834 and 835, 1911	6 41
	Revenue Bond Fund—President of the Borough of Manhattan—Repairing Street Pavements Where Period of Maintenance Has Not Expired	1,066 61
	Revenue Bond Fund—President of the Borough of Manhattan—Repairing Street Pavements Other Than Stone Block Where Period of Maintenance Has Expired	2,378 99
	Revenue Bond Fund—President of the Borough of Manhattan—Deficiency in Appropriation for Supreme Court, 1913	43 20
	Revenue Bond Fund—President of the Borough of Manhattan—Repairs to Pavements Due to Fire Burns, 1913	3,650 00
	Revenue Bond Fund—President of the Borough of Manhattan—Supplies, etc., for Operating Municipal Building, 1913	1,264 40
	Revenue Bond Fund—President of the Borough of The Bronx—Equipment of Offices for Bronx County Officials	1,493 48
	Revenue Bond Fund—Register, Bronx County—Supplies, Equipment and Contingencies, 1914	43 13
	Revenue Bond Fund—Sheriff, Kings County—Furnishing and Equipping Civil Prison	35 00
	Corporate Stock Accounts—	
	Armory Fund	1,028 84
	Department of Public Charities	18,417 56
	Department of Public Charities—Building Fund	2,050 90
	New Water Supply, City of New York	83 152 23
	Metropolitan Sewerage Commission, New York City	147 03
	Bronx Parkway Commission—Preparation of Maps, etc	161 44
	County Court House, New York County—Expenses of Plan Competitions, etc	934 31
	Bridge over East River between Manhattan and Brooklyn	418 00
	Bridge over Harlem River at Third Ave	3,736 00
	Bridge over Harlem River between 1st and Willis Aves	4,440 80
	Municipal Building—Construction of Manhattan Terminal of New York and Brooklyn Bridge	103 74
	Williamsburg Bridge—Strengthening Structure	896 88
	Williamsburg Bridge—Additional Passenger Platform and Stairways, Brooklyn Side	514 93
	Department of Bridges—Salaries and Wages of Engineering Construction Force	20,464 68
	Department of Bridges—Supplies and Materials for Engineering Construction Force	45 96
	Department of Docks and Ferries	37,821 47
	Department of Education—Building Bureau	741 81
	School Buildings—Providing Fire Protection	5,166 00
	School Building Fund—Interior Construction and Equipment	874 50
	School Sites	6,159 96
	School Buildings—Construction and Equipment	69,123 68
	Department of Health—Building Fund	1,826 75
	Department of Health—Tuberculosis Sanatorium at Otisville, Orange Co., N. Y	1,927 64
	Department of Parks, Boroughs of Manhattan and Richmond	20 00
	Improvement and Construction of Parks, Parkways, etc., Boroughs of Manhattan and Richmond	2 50
	Improvement of Playgrounds Throughout the City	500 00
	Metropolitan Museum of Art	2,488 05
	Parks, Department of, Boroughs of Manhattan and Richmond—Reconstruction of Bulkhead, Easterly Wall of Speedway, Between 155th and Dyckman Sts	25 00
	Parks, Department of, Boroughs of Manhattan and Richmond—Construction of Bulkheads at Corlears Hook Park	5 00
	Improvement and Construction of Parks, Parkways, etc., Boroughs of Brooklyn and Queens	500 00
	Department of Parks, Boroughs of Brooklyn and Queens	6,555 87
	Construction and Establishment of High Pressure Water System, etc., Borough of Manhattan	5 25
	Expenses Conducting Investigation of Water Waste and Necessary Appliances Therefor	57 00
	Water Fund, Borough of The Bronx—Laying and Relaying Pipes in Jerome Ave	996 96
	Water Fund, Water Mains in Grand Concourse from 161st St., etc., Borough of The Bronx	69 65
	Water Supply System, Borough of Brooklyn—Extension of Distribution for Small Mains	20,607 75
	Water Supply System, Borough of Brooklyn—Land for Additional Pipe Conduits and Works to Develop Underground Supply	3,301 77
	Water Supply System, Borough of Brooklyn—New Trunk Mains for 7th, 23d, 25th and 26th Wards	4,484 28

1914.	Dr.		
Feb. 14	To Water Supply System, Borough of Queens—Distribution Mains	$6,231 62	
	Water Supply System, Boroughs of Manhattan and The Bronx—Additional Hydrants	10,384 30	
	Water Supply System, All Boroughs—Corporate Allowance, 1914	3,122 66	
	Fire Alarm Telegraph System—Installation of New System	75 00	
	Fire Department—Underground Electrical Conductors, Borough of Brooklyn	195 00	
	Fire Department, Borough of Queens—Erection of Buildings, Acquisition of Sites, etc	1,765 53	
	Fire Hydrant Fund	500 00	
	Fire Alarm System, Borough of Manhattan	647 02	
	Fire Alarm System, Borough of The Bronx	10,417 50	
	Fund for Street and Park Openings	89,492 58	
	New York and Westchester Water Company—Purchase of Property Franchises, etc	24,034 47	
	Awards for Damages, Change of Grade of Approaches to Manhattan Bridge	1,500 00	
	Street Improvement Fund	96,159 34	
	Redemption of Notes of the City of New York, Issued, etc., to Provide Supply of Water	680,021 74	
	Redemption of Notes, City of New York, Issued, etc., of Sale of Corporate Stock for Various Municipal Purposes	1,976,819 22	
	Refunds Payable Corporate Stock	1,261 73	
	Normal College of The City of New York	44,900 00	
	Fund for Topographical Bureau, Borough of Brooklyn	29 50	
	Improvement of Sanitary Condition of Gowanus Canal, Borough of Brooklyn	157 90	
	Completion of Borough Map, Borough of Manhattan	2,808 06	
	Construction of New Court House and Prison for 3d District Magistrates' Courts, on Site of Old Essex Market Court House, Borough of Manhattan	86 02	
	Construction and Equipment of Asphalt Repair Plant, Borough of Manhattan	232 24	
	Public Baths Fund, Borough of Manhattan	2,891 45	
	Reconstruction of Sewers, Borough of Manhattan	1,444 84	
	Repaving Streets, Borough of Manhattan	42,734 73	
	Widening, Repaving and Otherwise Improving Roadways of Streets, Borough of Manhattan	3,785 80	
	Monumenting that Section of Manhattan North of 155th St., and West of Broadway	330 26	
	Construction of Retaining Wall on Shore Road, 1st Ward, Borough of Queens	100 00	
	Construction of Wing Wall, etc., on Jackson Ave. between Shell Road and Flushing Bridge, Borough of Queens	114 60	
	Repaving Streets, Borough of Queens	32 00	
	Repaving Streets, Borough of Richmond	57 13	
	Construction and Equipment of Court House, Borough of The Bronx	30 00	
	Grand Boulevard and Concourse—Construction of Transverse Roads at Bedford Park Boulevard, 170th to 174th Sts	225 84	
	Rebuilding Sewer in 149th St and 144th St	109 54	
	Repaving Streets, Borough of The Bronx	10,142 47	
	Fund for Topographical Bureau, Borough of The Bronx	14 61	
	Special and Trust Fund Accounts—		
	Antitoxin Fund	85 34	
	Construction of Private Sewers, Borough of Queens	40 00	
	Department of Correction—City Prisons, etc., Special Fund, etc	189 93	
	Department of Education—Maintenance of Training Schools	25 72	
	Department of Education—Special High School Fund	22 25	
	Excise Taxes	581 59	
	Receipts and Expenses of Tax Sales	87 50	
	Forfeited Recognizances, New York County	200 00	
	Brooklyn Bridge, Maintenance and Repairs, 1914	4,819 08	
	Normal College—Special High School Fund	16 00	
	Public School Library Fund	4,494 73	
	Restoring and Repaving—Special Fund, Borough of The Bronx	368 88	
	Restoring and Repaving—Special Fund, Borough of Brooklyn	2,321 91	
	Restoring and Repaving—Special Fund, Borough of Manhattan	3,264 22	
	Restoring and Repaving—Special Fund, Borough of Queens	3 28	
	Restoring and Repaving—Special Fund, Borough of Richmond	203 86	
	Sewer Inspection and Repairs, Borough of Richmond	1 50	
	Water Meter Fund, Borough of Brooklyn	220 26	
	Water Meter Fund, Borough of Queens	77 95	
	Williamsburgh Bridge Maintenance and Repairs, 1914	3,067 80	
	Maintenance and Distribution of Water Supply, Borough of Brooklyn, 1913	1,511 92	
	Special Trade School Fund	328 27	
	Maintenance and Distribution of Water Supply—Borough of Brooklyn, 1914	15,617 58	
	Refunds Payable—Accounts Special	35 97	
	Contract and Other Payments in Suspense	2,000 00	
	Electric Meter Test Deposits	2 00	
	Exempt or Veteran Volunteer Firemen's Association, Borough of Queens	1,008 76	
	Exempt or Veteran Volunteer Firemen's Association, Borough of Richmond	503 31	
	Fines and Penalties Held in Trust for Various Societies	205 00	
	Unclaimed Salaries and Wages	156 85	
	Croton Water Rent—Refunding Account	39 79	$3,398,018 57
	1909.		
	Department of Health—Laboratories	$0 31	
	1912.		
	Department of Docks and Ferries	916 95	
	Department of Health	21 00	
	Police Department	28 01	
	Department of Education	319 75	
	Normal College of the City of New York	37 60	
	President of the Borough of Manhattan	292 75	
	1913.		
	Mayoralty	449 37	
	Board of Aldermen and City Clerk	12 95	
	Department of Finance	164 75	
	Law Department	57 00	
	Department of Bridges	647 67	
	Department of Docks and Ferries	2,628 44	
	Tenement House Department	654 32	
	Bellevue and Allied Hospitals	5,919 23	
	Department of Correction	2,712 65	
	Department of Health	18,792 47	
	Department of Water Supply, Gas and Electricity	6,573 35	
	Department of Public Charities	29,147 50	
	Police Department	531 47	
	Board of City Record	38,330 58	
	Board of Elections	1,458 29	
	Department of Street Cleaning	5,689 67	
	Fire Department	4,205 17	
	Department of Parks	9,368 72	
	Board of Coroners, Borough of Manhattan	250 86	
	Board of Coroners, Borough of Brooklyn	225 58	
	Board of Coroners, Borough of Queens	53 15	
	Municipal Civil Service Commission	10 00	
	Armory Board	3,895 91	
	Board of Estimate and Apportionment	104 39	
	Staten Island Association of Arts and Sciences	100 82	
	Court of Special Sessions of the City of New York	306 75	
	Municipal Courts, City of New York	1,094 95	
	Repairs and Maintenance of City Owned Buildings	17 33	
	Rent	2,489 47	
	Brooklyn Training School and Home for Young Girls	487 93	
	Brooklyn Nursery and Infants' Hospital	863 40	
	Brooklyn Hospital	1,503 15	
	House of Calvary	692 80	
	House of Mercy	175 32	
	Howard Orphanage and Industrial School	48 72	
	Low Maternity, Branch of Brooklyn Hospital	112 19	
	Lincoln Hospital and Home	12 40	
	Mission of the Immaculate Virgin, etc	14,006 75	
	Mary Immaculate Hospital	799 95	
	Manhattan Eye, Ear and Throat Hospital	820 60	
	New York Catholic Protectory	11,484 60	
	New York Foundling Hospital	2,058 47	
	New York Nursery and Child's Hospital	5,099 37	
	New York Eye and Ear Infirmary	1,149 15	
	New York Polyclinic Medical School and Hospital	387 80	
	New York Homeopathic Medical College and Flower Hospital	1,041 35	
	New York Infirmary for Women and Children	482 85	
	St. Christopher's Hospital for Babies	85 50	
	St. John's Long Island City Hospital	3,081 55	
	St. Vincent's Hospital, Borough of Manhattan	181 90	
	St. Joseph's Hospital, Borough of Queens	175 70	
	St. Agnes' Hospital for Crippled and Atypical Children	37 20	
	The Babies' Hospital, City of New York	402 55	
	Society of Lying-in Hospital, New York City	2,623 01	
	The J. Hood Wright Memorial Hospital	863 70	
	The Sloane Hospital for Women	955 28	
	The S. R. Smith Infirmary	1,204 40	
	Volunteer Hospital	112 10	
	Williamsburg Hospital	909 26	
	Vocational Training	624 75	
	President of the Borough of Manhattan	25,440 31	
	President of the Borough of The Bronx	361 65	
	President of the Borough of Brooklyn	778 76	
	President of the Borough of Queens	873 13	
	President of the Borough of Richmond	4,515 72	
	College of The City of New York	1,825 75	

1914.	Dr.		
Feb. 14	To Normal College of The City of New York		$1,081 66
	Brooklyn Disciplinary Training School for Boys		823 44
	Department of Education		25,481 08
	New York County.		
	Supreme Court, First Department		91 70
	Register		40 05
	District Attorney		8 16
	Board of City Record		6,684 90
	Kings County.		
	Supreme Court, Second Department		81 00
	Register		410 81
	District Attorney		336 57
	Board of City Record		338 84
	Rent		1,256 00
	Queens County.		
	Surrogate's Court		27 00
	Sheriff		93 40
	Commissioner of Jurors		50
	Board of City Record		139 31
	Richmond County.		
	Board of City Record		316 24
	County Contingent Fund		13 00
	1914.		
	Board of Aldermen and City Clerk		46 87
	Board of Estimate and Apportionment		5,052 55
	Department of Finance		891 36
	City Chamberlain		37 37
	Law Department		1,568 13
	Department of Taxes and Assessments		281 32
	Board of Elections		5 00
	Municipal Civil Service Commission		789 10
	Commissioners of Accounts		365 39
	Bureau of Licenses		283 02
	President of the Borough of Manhattan		16,613 04
	President of the Borough of The Bronx		22,798 57
	President of the Borough of Brooklyn		6,651 26
	President of the Borough of Queens		13,643 27
	President of the Borough of Richmond		5,339 54
	Department of Education		168,411 59
	College of the City of New York		821 25
	Permanent Census Board		464 16
	Department of Parks		60,441 43
	Staten Island Association of Arts and Sciences		10 00
	Police Department		1,016 99
	Fire Department		3,618 51
	Armory Board		611 90
	Board of Building Examiners		12 00
	Department of Health		8,190 05
	Department of Public Charities		12,251 47
	Bellevue and Allied Hospitals		9,278 49
	Tenement House Department		121 30
	Department of Water Supply, Gas and Electricity		19,320 83
	Department of Street Cleaning		34,793 76
	Department of Correction		$19,194 84
	Board of Inebriety		92 34
	Department of Bridges		5,862 10
	Department of Docks and Ferries		14,195 35
	Municipal Courts of the City of New York		12 20
	Board of Coroners, Borough of Manhattan		14 25
	Board of Coroners, Borough of Richmond		5 00
	Board of City Record		12,756 42
	Advertising		13 00
	Interest on the City Debt		78,597 19
	Redemption of the City Debt		1,000 00
	Rent		1,378 03
	Repairs and Maintenance of City Owned Buildings		169 00
	New York County.		
	County Clerk		33 20
	District Attorney		404 31
	Commissioner of Records		34 26
	Commissioner of Jurors		54 14
	Supreme Court, First Department		418 60
	Court of General Sessions		83 80
	Fees and Expenses of Jurors		35 00
	Bronx County.		
	County Clerk		2 00
	Register		1 00
	Commissioner of Jurors		55 40
	Kings County.		
	County Clerk		33 85
	District Attorney		565 59
	Register		15 30
	Commissioner of Jurors		7 65
	Sheriff		211 65
	Supreme Court, Second Department		16 50
	County Court		197 40
	Rent		628 00
	Queens County.		
	Commissioner of Jurors		50
	Supreme Court		10 00
	Richmond County.		
	District Attorney		5 00
	Sheriff		1,043 81
	Moneys Refundable from General Fund		16 75
	Sheriff's Fees, New York County		4,562 04
	Forfeited Recognizances, New York County		1,025 00
	Revenue Bonds of 1911		377,694 80
	Revenue Bonds of 1912		660,527 80
	Revenue Bonds of 1913		824,782 47
	Refunds Payable to General Fund		1,654 44
			$2,662,232 14
			$6,660,250 71
	Balance		23,721,118 39
			$29,781,369 10

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

The Commissioners of the Sinking Funds of The City of New York, in Account with Henry Bruere, Chamberlain, for and During the Week Ending February 14, 1914.

				Sinking Fund for the Redemption of the City Debt.		Sinking Fund for the Payment of Interest on the City Debt.		Sinking Fund, Redemption No. 2.		Sinking Fund, Brooklyn.		Sinking Fund, City of New York.	
1914.				Dr.	Cr.	Dr.	Cr.	Dr.	Cr.	Dr.	Cr.	Dr.	Cr.
Feb. 7	By Balance as per Last Account Current				$1,066,035 96		$735,958 07				$53,886 47		
" 14	Privileges	Goodacre	$206 25										
	Rent	"	6,312 94										
	Sundry Licenses, Boroughs of Manhattan and The Bronx	Rosenthal $1,966 50											
	Sundry Licenses, Borough of Brooklyn	" 752 50	2,719 00										
	Street Vaults, Borough of Manhattan	Marks $159 67											
	Street Vaults, Borough of Queens	Connolly 41 75	201 42										
	Licenses	Cashman	4,855 00										
	Rents, Department of Docks	Smith	33,573 48										
	Interest on City Treasury Balances		12,649 45										
	Interest on Deposits		294 57		60,812 11								
	Arrears of Croton Water Rents, 1898, etc	Receiver of Taxes	$4,951 39										
	Arrears of Croton Water Rents, 1898, etc	Collector Assessments	2,094 88										
	Interest on Croton Water Rents, 1898 etc	"	249 77										
	Croton Rents and Penalties, Borough of Manhattan	Williams $91,365 25											
	Croton Rents and Penalties, Borough of The Bronx	" 19,060 35	110,425 60										
	Rents	Goodacre	2,483 56										
	Tolls	Smith	13,853 94										
	Privileges	"	3,940 50										
	Court Fees and Fines, Borough of Manhattan	Wagstaff	49 34										
	Interest on Deposits		744 49				138,793 47						
	Prospect Park Improvement, Installments	Collector Assessments	$296 27										
	Prospect Park, Improvement, Full Payments	"	7 58										
	Interest on Prospect Park Improvement, Installments	"	11 25										
	Interest on Deposits		64 61										
	To Balances			$1,126,848 07		$874,751 54				$54,266 18	379 71		
				$1,126,848 07	$1,126,848 07	$874,751 54	$874,751 54			$54,266 18	$54,266 18		
Feb. 14, 1914. By Balances					$1,126,848 07		$874,751 54				$54,266 18		

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

The City of New York, in Account with Henry Bruere, Chamberlain, During the Week Ending February 14, 1914.

1914.	Dr.		
Feb. 14	To Interest Registered		$694 07
	Balance		45,664 05
			$46,358 12
	Cr.		
Feb. 7	By Balance		$46,004 70
" 14	Interest Registered		353 42
			$46,358 12
Feb. 14, 1914. By Balance			$45,664 05

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

The City of New York, in Account with Henry Bruere, Chamberlain, During the Week Ending February 14, 1914.

1914.	Dr.		
Feb. 14	To Witness Fees, New York County, 1913	$3 00	
	Witness Fees, Queens County, 1913	2 60	
			$5 60
	Witness Fees, New York County, 1914		479 42
	Balance, Witness Fees, New York County	$7,566 57	
	Balance, Witness Fees, Queens County	788 22	
	Balance, Witness Fees, Richmond County	1,137 96	
	Balance, Witness Fees, Kings County	5,000 00	
			14,492 75
			$14,977 77
	Cr.		
Feb. 7	By Balance, Witness Fees, New York County	$8,048 99	
	Balance, Witness Fees, Queens County	790 82	
	Balance, Witness Fees, Richmond County	1,137 96	
	Balance, Witness Fees, Kings County	5,000 00	
			$14,977 77
			$14,977 77
Feb. 14, 1914. By Balance			$14,492 75

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

The City of New York, in Account with Henry Bruere, Chamberlain, During the Week Ending February 14, 1914.

1914.	Dr.		
Feb. 14	To Jury Fees, New York County, 1913	$72 00	
	Jury Fees, Kings County, 1913	50 00	
	Jury Fees, Queens County, 1913	7 68	
			$129 68
	Jury Fees, New York County, 1914	$11,298 00	
	Jury Fees, Kings County, 1914	2,854 00	
	Jury Fees, Queens County, 1914	278 08	
	Jury Fees, Richmond County, 1914	235 50	
			14,665 58
	Balance, Jury Fees, New York County	$72,142 00	
	Balance, Jury Fees, Kings County	46,562 00	
	Balance, Jury Fees, Queens County	11,646 06	
	Balance, Jury Fees, Richmond County	8,064 20	
	Balance, Jury Fees, Bronx County	2,500 00	
			140,914 26
			$155,709 52
1914.	Cr.		
Feb. 7	By Balance, Jury Fees, New York County	$83,512 00	
	Balance, Jury Fees, Kings County	49,466 00	
	Balance, Jury Fees, Queens County	11,931 82	
	Balance, Jury Fees, Richmond County	8,299 70	
	Balance, Jury Fees, Bronx County	2,500 00	
			$155,709 52
			$155,709 52
Feb. 14, 1914. By Balance			$140,914 26

A. J. GALLIGAN, Bookkeeper. HENRY BRUERE, Chamberlain.

PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.
Calendar for the Week Commencing March 23, 1914.

Friday, March 27, 1914—11 a. m.—Room 305—Case No. 1772—Staten Island Midland Railway Company and Richmond Light and Railroad Company—"Additional cars and service"—Commissioner Cram. 11 a. m.—Room 305—Case No. 1755—Richmond Light and Railroad Company—"Improvements in and additions to electric plant"—Commissioner Cram. 12.15 p. m.—Room 305—Broadway-Fourth Avenue and Eastern Parkway Rapid Transit Railroad—"Opening of bids for construction of Section 1-A of Route No. 12"—Whole Commission. 2.30 p. m.—Room 305—Case No. 1806—Gas Corporations—"Regulations and practices as to consumers' deposits"—Commissioner Maltbie.

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

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

DEPARTMENT OF HEALTH.

REPORT FOR THE WEEK ENDING MARCH 28, 1914.

WHY BATHE IN SEWAGE?

In view of the enormous extent of the sewage pollution of the waters surrounding Manhattan Island, bathing in these waters is bathing in sewage. This is not only indecent, but absolutely dangerous to health. The following letter shows the attitude of the Department of Health on this matter and requires no further comment:

"March 20, 1914.

"Hon. MARCUS M. MARKS, President of the Borough of Manhattan, City Hall, New York:

"My Dear Mr. Marks—This Department has not neglected your communication of February 3rd in relation to floating baths. The matter has been under careful consideration for some time and indeed was made the subject of a report by the Sanitary Expert of the Department to the Commissioner of Health in December last. The subject was also under consideration during the summer of 1913 and previously.

"You are doubtless familiar with the work of investigation which has been carried on recently by the Association for Improving the Condition of the Poor. The results of that investigation are not before me, but, from a conversation with officers of the association recently, I am led to believe that this private investigation will strongly confirm the investigations previously conducted by the Department; indeed, nobody can look into this question without concluding that sooner or later the City must abolish its floating baths. And if the municipal floating baths are abolished, we must, in all consistency, take steps to suppress the private baths also.

"Numerous inspections of the waters surrounding Manhattan have been made during 1910, 1911, 1912, 1913, 1914. These inspections include color tests of nearly all trunk sewers discharging into the East and Hudson Rivers. The tests prove conclusively that these waters are highly polluted with sewage. It is estimated that 499,800,000 gallons of sewage are dischaged daily from Manhattan. This sewage oscillates between Fort Hamilton and Throggs Neck, being carried back and forth by flood and ebb tides. Under these conditions the natural process of self-purification is necessarily impeded and limited.

"Chemical and bacteriological tests are not necessary to prove the extent of pollution. Personal observation along the shores of Manhattan shows the presence of fecal and other matter offensive to sight and offensive in odor.

"Typhoid cases have frequently been reported to the Department, in which the history shows that the victims had bathed in the ocean, in the sound, and in the rivers about the City. Owing to the possibility of other sources of infection, however, it has not been practicable to prove beyond peradventure in these cases the relation between typhoid fever and river bathing, but that such bathing is dangerous there can be no doubt, in view of the condition of the waters.

"In my opinion, the City will be on the right road if it aims at the suppression of the river baths and the substitution for these of interior baths, properly constructed and administered. This Department will do its share toward creating an intelligent state of public opinion on the subject and toward regulating the activities of owners of private baths.

"Very truly yours, S. S. GOLDWATER, Commissioner."

PHYSICAL EXAMINATION OF THE EMPLOYEES OF THE DEPARTMENT OF HEALTH.

The great value of, even necessity for, available knowledge as to the physical condition of the individual members of a working community is being more widely recognized every year, its latest expression being the "Life Extension Institute." The human machine, like any other, will last longer, run more smoothly, and be more effective, if inspected at regular intervals and cared for in accordance with the results of such inspections. The majority of large corporations now have medical officers who make physical examinations of all new applicants for employment, investigate all cases of absence on account of illness, administer emergency treatment to employees taken ill while on duty, and make annual physical examinations of all employees. The advantages are obvious. Only healthy, capable persons are employed, while unfit workers are eliminated or assigned to duties less harmful to themselves or to others.

It is surprising to find how many unrecognized, and hence uncared for, cases of tuberculosis there are, especially among clerical workers leading indoor sedentary lives. It is obvious that these are just the conditions which favor the transmission of the disease to others. At the preliminary examination of any large working force several previously unrecognized cases of tuberculosis are almost always found. Among the three thousand employees of the Department of Health usually several are absent on leave with pay, suffering from this disease.

In some of the Bureaus of the Department of Health every new employee has undergone a physical examination, the result of which has been considered in recommending his or her permanent appointment at the end of the probationary period. Most of the bureaus, however, have made no such examinations and no re-examinations are made in any of the bureaus. At the very beginning of his term of office, the Commissioner of Health instructed the Committee on Employees' Welfare to prepare plans for the physical examination of the employees of the Department.

This Committee, originally appointed by Dr. Lederle, was continued by the present Commissioner. It is composed of the Secretary to the Commissioner, Mr. Floyd Fiske; the Director, Bureau of General Administration, Mr. Eugene W. Scheffer; the Director, Bureau of Child Hygiene, Dr. S. Josephine Baker. Dr. John S. Billings, Director, Bureau of Infectious Diseases, is Chairman of the Committee, and Miss Caroline Whitcher, who has initiated most of the welfare work so far carried out and suggested many plans for the future, is Secretary.

The Committee submitted the following recommendations:

1. A history card, to be adopted for recording all essential data and all subsequent absences on account of illness.

2. All arrangements as regards place, number of examinations, daily notification of employees, etc., of each Borough, to be made by the Assistant Sanitary Superintendent, who will confer with and issue his instructions through the Borough Chiefs or officers in charge of the various bureaus or branches of the department service in that Borough. This will include all hospitals, laboratories, clinics, milk stations, day camps, etc., etc., in the Boroughs.

3. Examinations to be made by male and female physicians to be detailed from the Bureau of Infectious Diseases and the Bureau of Child Hygiene, respectively.

4. The examination to be made in the morning, preferably between the hours of nine and eleven, at which time employees are at their best, both mentally and physically.

5. Examinations to be begun immediately on delivery of the history cards, a supply of which has been ordered.

6. New employees, no matter how recently examined, to undergo examination, for the reason that the desired information is not on file.

7. The examination records to be deemed strictly confidential, and to be personally delivered by the examining physician to the Secretary to the Committee on Employees' Welfare, who will file the same in a locked cabinet. The directors of bureaus to have access to the records of the employees of their bureau. In all other instances, access to the records to be given only on receipt of a written order from the Commissioner of Health.

These recommendations have been approved by Commissioner Goldwater and will at once be put into effect.

As the most important diseased condition to be sought out and dealt with is pulmonary tuberculosis, the physical examination will be made by experienced and skillful physicians trained in the diagnosis of that condition. Special attention will also be paid to the recognition of cardiac valvular disease, and it will be recommended that employees suffering from such conditions be assigned to work that does not call for muscular exertion. No person suffering from organic cardiac disease should hereafter be permitted to enter the service. Eye strain and migraine will be included among the conditions looked for.

The opportunity will be taken to make sure that every employee of the Department has been vaccinated within a sufficiently recent period, as the Department of Health should set a good example in this respect. The offer of immunization against typhoid fever will also be made to every employee.

The results of the examinations will be tabulated and the statistics, with comments, will appear in one of the departmental publications. It can be confidently asserted that this new procedure will be productive only of good and that through its means the working staff of the Department of Health will be safer, healthier, more efficient, and consequently happier.

TWO NEGATIVE CULTURES NECESSARY TO TERMINATE DIPHTHERIA CASES.

The following notice was published in the *Weekly Bulletin* on January 24th, but inasmuch as the edition was limited, at that time, it is repeated in this number in order to reach all the practicing physicians in this city:

In accordance with an order of the Commissioner of Health dated December 8, 1913, cases of diphtheria, and healthy persons harboring diphtheria bacilli in their throats, will not be discharged from quarantine until two consecutive cultures, taken not less than twenty-four hours apart, no longer show the presence of diphtheria bacilli.

In Boston and most of the larger cities of the United States, two negative cultures, as above, are required to clear a case of diphtheria. The Department of Health requires a similar procedure in cases of diphtheria in its own hospitals. It has been, therefore, inconsistent that outside of said hospital, where chances of error and poorly made cultures are so much greater, quarantine should be terminated on only one negative culture.

The Medical Inspectors and Nurses of the Department of Health have been directed to always take cultures from both nose and throat if possible, and practicing physicians are strongly urged to do the same in cases in which they take their own cultures.

All authorities agree that the bacilli often remain in the nasal cavity when cultures from the throat no longer show their presence. The slips accompanying the culture tubes issued by the Department of Health, and the reports of the examination of such cultures, will hereafter state the above requirements as to two negative cultures to terminate quarantine.

BOARD OF PROMOTIONS AND DISCIPLINE.

Promotions among employees of the Department of Health are governed largely by their efficiency ratings fixed by the Board of Promotions and Discipline. In order that such ratings shall be entirely fair, no one bureau being unjustly favored or discriminated against, the Board has recently been enlarged and now consists of a representative of the Commissioner together with the heads of all the bureaus of the Department of Health. The duties of the Board of Promotions and Discipline are as follows:

(a) To act in an advisory capacity to the Board of Health on all promotions, advancements, and transfers in the service of the Department of Health.

(b) To prescribe methods for and to direct the preparation of all efficiency records of the department for the use of the Department of Health and the Municipal Civil Service Commission.

(c) To compile general rules for the discipline of the department and to amend same as occasion requires.

(d) To consider for approval, all complaints against employees in which charges are recommended to be made by heads of bureaus to the Board of Health.

(e) To perform such duties as may be assigned from time to time to the Board by the Commissioner of Health or the Board of Health.

Meetings are held monthly and special meetings may be called at any time by the Chairman or at the written request of three members of the Board.

PUBLIC MEETINGS ON CANCER.

The American Society for the Control of Cancer is holding three public meetings in New York City, at which speakers of national prominence lay stress on the hope of cure which lies in the early recognition and proper treatment of cancer. The first of these meetings was held at the Women's Cosmopolitan Club on Monday, March 23rd. Dr. James Ewing, Professor of Pathology of the Cornell University Medical School, discussed the value of radium in the control of cancer, and Frederick L. Hoffman, LL.D., the well known statistician, described the place which cancer now occupies as one of the chief causes of death in this country.

The second meeting will be held at the Academy of Medicine, April 10th, at 8:30 p. m., during the Congress of the American Surgical Association. Dr. William J. Mayo of Rochester, Minn., President of the American Surgical Association, and Mr. Frederick L. Hoffman, will discuss various aspects of the cancer problem. Dr. Francis Carter Wood, Director of the George Crocker Research Laboratory, will describe the investigation of cancer which has been undertaken there under the auspices of Columbia University. Dr. J. Collins Warren, of Boston, Professor Emeritus of Harvard University, and President of the Harvard Cancer Commission, will give an account of the establishment of that commission and the research work which it is directing at the Collis P. Huntington Memorial Hospital and the Harvard Medical School.

The third meeting will be held on Saturday morning, April 11th, at 11 a. m., at the Hudson Theatre, and will constitute an extra lecture in the regular Saturday morning course of the League for Political Education. Dr. Frederick L. Hoffman will speak on "The Menace and Control of Cancer." Cards of admission to this lecture may be obtained on application to the American Society for the Control of Cancer, 289 Fourth ave., or at the office of the League for Political Education, No. 23 West 44th Street, New York.

MORTALITY FOR THE WEEK ENDING MARCH 21, 1914.

There were 1,757 deaths and a death rate of 16.42 per 1,000 of the population reported during the past week as against 1,685 deaths and a rate of 16.36 for the corresponding week in 1913, an increase of 72 in the absolute number of deaths and an increase in the rate of .06 of a point, equivalent to an increase relatively of six deaths.

The increase in the mortality is undoubtedly due to an increased prevalence of influenza, accompanied by an increase in the diseases of the respiratory organs. The number of deaths from influenza itself jumped from 12 to 24, while the deaths from acute bronchitis were increased to the extent of 8, lobar pneumonia 23, bronchopneumonia 12. Pulmonary tuberculosis showed an increase of 14 deaths and diptheria and croup an increase of 20 deaths. Violent deaths increased from 76 to 100, due entirely to an increase in the deaths from accidental causes. The causes showing a decreased mortality were measles, scarlet fever, whooping cough, typhoid fever, organic heart and kidney diseases.

The mortality of infants under one year was slightly increased, between the years one and five a considerable decrease is shown. The mortality from five to sixty-five years of age was considerably increased; that at sixty-five years and over was approximately the same as that of last year.

The death rate for the first twelve weeks of the year 1914 was 14.85 per 1,000 of the population as against 15.14 for the corresponding period in 1913, a decrease of .29 of a point.

SUCCESSFUL PROSECUTIONS FOR VIOLATIONS OF THE SANITARY CODE.

Week Ending March 21, 1914—Manhattan.

	Minor Food Violations.	Spitting.	Miscellaneous.
Number of persons arrested	131	26	41
Number of persons fined	67	5	18
Number of persons sentence suspended	22	14	6
Number of persons held for trial in higher court	30	..	1
Number of persons discharged	11	7	16
Number of prison sentences	1*	..	..
Total amount of fines	$171.00	$5.00	49.00

*2 days.

Manhattan.

Defendant.	Location of Offense.	Kind of Food or Other Material.	Character of Violation.	Disposition, Special Sessions.
Boss, Morris.....	346 E. 49th st...	Chocolate syrup...	Sec. 68. Adulterated.	Mar. 18, 1914. Sentence suspended.
Rebhun, Kalman..	109 Cannon st....	75 lbs. prunes, 20 lbs. raisins, 40 lbs. evaporated apples.	Sec. 42. Mouldy and wormy.	Mar. 4, 1914. Fined $25.
Curreri, Antonio..	150 Elizabeth st...	104 cans canned vegetables.	Sec. 42. Swells and leakers.	Mar. 16, 1914. Fined $50.
Weiss, Jos.....	2112-16 2d ave....	10 lbs. candy.....	Sec. 42. Dirty and wormy.	Mar. 16, 1914. Fined $35.
Chervitz, Louis....	205 1st ave.....	182 eggs	Sec. 42. Rots and spots.	Mar. 16, 1914. Fined $25.
Umano, Bernard...	94 5th ave.....	15 lbs. prunes.....	Sec. 42. Wormy.	Mar. 16, 1914. Sentence suspended.
Kalmonowitz, Max.	1370 5th ave.....	60 lbs. eggs.....	Sec. 42. Rots and spots.	Mar. 18, 1914. Sentence suspended.
Bronx Seltzer Mfg. Co., Inc.	167 E. 105th st....	Carbonated water..	Sec. 59. Manufacturing without a permit.	Mar. 16, 1914. Sentence suspended.
Beakes Dairy Co..	W. 42d St. Ferry.	Grade B milk.....	Sec. 59c. Selling without a permit.	Mar. 16, 1914. Sentence suspended.
Tobin, John F....	459 Canal st.....	Milk	Sec. 56a. Not properly labeled.	Mar. 16, 1914. Sentence suspended.
Hirschhorn, Isaac.	278 Stanton st....	Milk	Sec. 53. Adulterated.	Mar. 16, 1914. Fined $10.
Smith, T. O., Sons	W. 42d St. Ferry.	6 milk cans.....	Sec. 183. Dirty..	Mar. 16, 1914. Sentence suspended.
Smith, T. O., Sons	W. 42d St. Ferry.	3 milk cans.....	Sec. 183. Dirty..	Mar. 16, 1914. Sentence suspended.
Levy Dairy Co...	W. 42d St. Ferry.	14 milk cans.....	Sec. 183. Dirty..	Mar. 16, 1914. Fined $10.

Borough of Brooklyn.

Woolworth, F. W., Co.	755 Broadway.....	Toilet water.....	Sec. 66a. Presence of methyl (wood) alcohol not stated on label.	Mar. 19, 1914. Sentence suspended.
Weiss, Heran.....	579 Hicks st.....	100 3½-lb. bags of flour.	Sec. 42. Wormy..	Mar. 19, 1914. Fined $25.
Sundock, Rose....	1619 Pitkin ave...	Bay rum.....	Sec. 66a. Presence of methyl (wood) alcohol not stated on label.	Mar. 19, 1914. Fined $50.
Wyler, Albert.....	1471 Broadway...	15 lbs. chickens..	Sec. 42. Unsound.	Mar. 19, 1914. Sentence suspended.
Gerstein, Louis....	71 Division ave...	Milk	Sec. 53. Adulterated.	Mar. 21, 1914. Fined $10.
Bender, Abr.....	712 Hendricks st..	Milk	Sec. 56a. Selling without a permit.	Mar. 19, 1914. Sentence suspended.
Price, Louis.....	829 39th st.....	Milk	Sec. 56a. Selling without a permit.	Mar. 19,1914. Sentence suspended.
Albert, Chas. W..	186 Stuyvesant av.	Milk	Sec. 53. Adulterated.	Mar. 19, 1914. 30 days in City Prison.

Borough of The Bronx.

Smolem, Jos.....	487 Willis ave....	Cider	Sec. 68. Added preservatives not stated on label.	Mar. 16, 1914. Sentence suspended.
Schatten, Samuel.	948 E. 163d st....	Sour cream.....	Sec. 57. Adulterated.	Mar. 19, 1914. Fined $25.
Tahler, Nathan....	4082 3d ave.....	Milk	Sec. 53. Adulterated.	Mar. 19, 1914. Fined $35.

Borough of Queens.

Flushing Co. Operative Stores...	46 Main st., Flushing.	12 lbs. assorted meats.	Sec. 42. Putrid..	Mar. 17, 1914. Sentence suspended.

VITAL STATISTICS

Summary for Week Ending Saturday, 12 M., March 21, 1914.

Boroughs.	Population U.S.Census April 15, 1910.	Estimated Population July 1, 1914.	Deaths. 1913.	Deaths. 1914.	Deaths. *Corrected, 1914.	Births.	Marriages.	Still-births.	Death-rate. 1913.	Death-rate. 1914.	Death-rate. *Corrected, 1914.
Manhattan.....	2,331,542	2,538,606	825	897	882	1,040	390	73	17.30	18.44	18.13
The Bronx.....	430,980	641,980	164	185	173	358	71	16	14.65	15 03	14 06
Brooklyn.....	1,634 351	1,916,655	555	543	567	1,042	266	51	15.69	14.78	15.44
Queens.....	284,041	387,444	106	98	107	176	26	6	15.37	13 20	14.41
†Richmond.....	85,969	99,186	35	34	28	51	7	5	19.05	17.88	14.73
City of New York...	4,766,883	5,583,871	1,635	1,757	1,757	2,617	760	151	16.36	16.42	....

*Corrected according to borough of residence.

† The presence of several large institutions, the great majority of whose inmates are non-residents of the city, increases considerably the death-rate of this Borough.

Deaths by Principal Causes, According to Locality and Age.

Boroughs.	Contagious Diseases detailed elsewhere.	Tuberculosis Pulmonalis.	Cerebro-Spinal Meningitis.	Bronchitis.	Diarrhœal Diseases.	Diarrhœal Diseases under 5 Years.	Pneumonia.	Broncho Pneumonia.	Suicides.	Homicides.	Accidents.	Under 1 Year.	Under 5 Years.	5-65 Years.	65 Years and Over.
Manhattan.....	45	111	1	14	16	15	97	76	8	3	41	156	229	525	143
The Bronx.....	18	40	1	1	3	2	19	9	3	..	6	21	39	114	32
Brooklyn.....	18	46	1	7	15	14	65	54	5	..	29	92	140	283	120
Queens.....	3	10	..	2	3	3	15	7	2	..	3	20	28	54	16
Richmond.....	1	5	..	..	..	..	1	2	..	..	..	3	5	18	11
Total.....	85	212	3	24	37	34	197	148	18	3	79	292	441	994	322

Cases of Infectious and Contagious Diseases Reported.

Week Ending.	Jan. 3.	Jan. 10.	Jan. 17.	Jan. 24.	Jan. 31.	Feb. 7.	Feb. 14.	Feb. 21.	Feb. 28.	Mar. 7.	Mar. 14	Mar. 21.
Tuberculosis.....	296	265	385	423	309	443	407	360	355	413	517	488
Diphtheria and Croup.....	311	322	330	362	420	415	431	434	352	327	325	362
Measles.....	268	317	313	359	377	494	467	608	621	663	821	762
Scarlet Fever.....	222	233	283	315	338	326	340	352	350	339	325	417
Smallpox.....	..	..	..	..	..	1	..	..	1	..	1	..
Chickenpox.....	140	267	231	275	294	327	318	226	285	200	289	279
Typhoid Fever.....	37	24	20	30	26	26	25	17	22	18	17	21
Whooping Cough	26	42	42	56	70	91	72	60	35	44	58	63
Cerebro-Spinal Meningitis..	4	6	1	7	3	5	3	6	8	3	9	10
Syphilis.....	154	203	188	236	274	350	300	239	181	275	335	361
Gonorrhea.....	55	118	52	18	190	80	53	276	26	463	107	127
Chancroid	9	7	5	..	23	1	..	23	..	30	16	6
Total.....	1,522	1,804	1,880	2,081	2,414	2,559	2,416	2,601	2,246	2,780	2,820	2,896

Infectious and Contagious Diseases in Hospital.

	Willard Parker Hospital.			Riverside Hospital.					Kingston Ave. Hospital.					Otisville Sanatorium.
	Scarlet Fever.	Diphtheria.	Total.	Diphtheria.	Measles.	Scarlet Fever.	Tuberculosis Pulmonalis.	Total.	Diphtheria.	Measles.	Scarlet Fever.	Smallpox.	Total.	Tuberculosis Pulmonalis.
Remaining Mar.14,1914	252	116	368	22	75	3	274	374	77	35	149	2	263	547
Admitted.....	54	52	106	20	46	17	24	107	22	5	27	..	54	15
Discharged.....	28	32	60	8	25	15	24	72	13	6	17	1	37	20
Died.....	7	14	21	1	9	1	3	14	3	..	1	..	4	..
Remaining Mar.21,1914	271	122	393	33	87	4	271	395	83	34	158	1	276	542
Total treated....	306	168	474	42	121	20	298	481	99	40	176	2	317	562

Deaths According to Cause, Age and Sex.

	Total Deaths.	Deaths in Corresponding Week of 1913.	Males.	Females.	*Under 1 Year.	1 Year and Under 2.	2 and Under 5.	Under 5 Years.	5-15.	15-25.	25-45.	45-65.	65 and Over.
Total, all causes..	1,757	1,685	950	807	292	82	67	441	63	114	342	475	322
1. Typhoid Fever....	2	9	1	1	..	..	..	..	1	..	1	..	..
3. Malarial Fever....	..	..	..	..	..	..	..	..	..	..	..	..	..
4. Small-pox.....	..	..	..	..	..	..	..	..	..	..	..	..	..
5. Measles.....	16	24	8	8	4	7	4	15	1	..	..	..	..
6. Scarlet Fever.....	13	20	5	8	1	3	5	9	2	2	..	..	..
7. Whooping Cough.	8	5	4	4	5	2	..	7	1	..	..	..	..
8. Diphtheria and Croup.....	46	36	30	16	9	11	17	37	8	1	..	..	..
9. Influenza.....	24	12	11	13	2		..	2	..	1	2	8	11
12. Other Epidemic Diseases.....	14	13	9	5	3	..	..	3	..	..	5	5	1
13. Tuberculosis Pulmonalis.....	212	198	146	66	..	..	..	..	8	41	90	65	8
14. Tuberculous Meningitis.....	16	20	7	9	6	4	2	12	1	1	1	..	1
15. Other forms of Tuberculosis...	18	17	7	11	1	1	6	8	1	2	4	3	..
16. Cancer, Malignant Tumor...	83	93	33	50	..	..	..	..	..	2	13	51	17
17. Simple Meningitis. Of which	8	11	6	2	1	2	1	4	..	1	2	1	..
17a. Cerebro Spinal Meningitis.....	3	4	1	2	..	1	1	2	..	1	2	1	..
18. Apoplexy, Softening of the Brain	23	20	11	12	..	..	..	..	..	..	..	8	15
19. Organic Heart Diseases.....	210	208	100	110	..	..	..	..	10	8	25	89	78
20. Acute Bronchitis..	24	16	11	13	15	3	1	19	..	..	1	..	4
21. Chronic Bronchitis.	1	7	..	1	..	..	..	..	..	..	..	..	1
22. Pneumonia (excluding Broncho Pneumonia).....	197	174	111	86	19	10	5	34	2	10	52	68	31
22a. Broncho Pneumonia	148	136	76	72	59	33	13	105	4	1	2	12	24
23. Other Respiratory Diseases..	14	20	4	10	..	..	1	1	1	1	2	5	4
24. Diseases of the Stomach (Cancer excepted)..	13	10	8	5	1	..	..	1	..	1	3	6	2
25. Diarrhœal diseases (under 5 years)	34	37	20	14	30	3	1	34	..	..	..	..	..
26. Appendicitis and Typhilitis.....	17	9	8	9	..	..	..	..	3	2	6	6	..
27. Hernia. Intestinal Obstruction....	10	13	3	7	..	..	..	..	..	..	3	4	3
28. Cirrhosis of Liver..	21	19	15	6	..	..	..	..	..	..	6	12	3
29. Bright's Disease and Ac. Nephritis	125	134	64	61	3	..	..	3	2	1	29	47	43
30. Diseases of Women (not Cancer)	3	9	..	3	..	..	..	..	..	1	2	..	..
31. Puerperal Septicæmia..	5	3	..	5	..	..	..	..	..	4	1	..	..
32. Other Puerperal Diseases.....	15	15	..	15	..	..	..	..	..	6	9	..	..
33. Congenital Debility and Malformations.....	87	82	43	44	87	..	..	87	..	..	..	..	..
34. Old Age.....	13	11	6	7	..	..	..	..	..	..	..	1	12
35. Violent Deaths....	82	56	62	20	..	2	8	10	5	10	28	17	12
a. Effects of Heat.	..	..	..	..	..	..	..	..	..	..	..	..	..
b. Other Accidents.	79	52	59	20	..	2	8	10	5	9	26	17	12
c. Homicide.....	3	4	3	..	..	..	..	..	..	1	2	..	..
36. Suicide	18	20	13	5	..	..	..	..	..	3	10	3	2
37. All other causes....	237	227	128	109	46	1	3	50	13	15	45	64	50
38. Ill-defined causes..	..	1	..	..	..	..	..	..	..	..	..	..	..

*If the deaths under one month, numbering 109, from all causes, be deducted from the total deaths under one year, the resultant rate will be 70 deaths of infants per 1,000 births (weekly average, 1913).

Corrected Mortality Among Children, Week Ending March 21, 1914.

Boroughs.	Under 1 Year of Age. All Causes.	Under 1 Year of Age. Rate per 1,000 Births.	Under 1 Year of Age. Diarrhœal Diseases. Deaths.	Under 1 Year of Age. Diarrhœal Diseases. Rate per 1,000 Births.	Under 1 Year of Age. Diarrhœal Diseases. Institutions.	Under 1 Year of Age. Diarrhœal Diseases. Tenements.	Under 5 Years of Age. All Causes	Under 5 Years of Age. Rate per 1,000 Living.	Under 5 Years of Age. Diarrhœal Diseases.	Under 5 Years of Age. Rate per 1,000 Living.	Under 5 Years of Age. *Epidemic Diseases.	Under 5 Years of Age. Rate per 1,000 Living.
Manhattan.....	150	121.5	12	9.7	7	5	222	45.2	15	3.1	35	7.1
The Bronx.....	25	88.3	2	7.1	1	1	41	30.8	2	1.5	13	9.8
Brooklyn.....	93	105.4	13	14.7	7	6	143	34.7	14	3 4	15	3.6
Queens.....	21	134.6	3	19.2	..	3	30	36.1	3	3.6	4	4.8
Richmond	3	68.2	..	..	..	..	5	25.5	..	..	1	5.1
City of New York...	292	112.3	30	11.5	15	15	441	38.7	34	3.0	68	6.0

*Includes Small Pox, Measles, Scarlet Fever, Diphtheria and Whooping Cough.

Deaths According to Cause, Annual Rate per 1,000 and Age, with Meteorology and Number of Deaths in Public Institutions for 14 Weeks.

Week Ending—	Dec. 20.	Dec. 27.	Jan. 3.	Jan. 10.	Jan. 17.	Jan 24.	Jan. 31.	Feb. 7.	Feb. 14.	Feb. 21.	Feb. 28.	Mar. 7.	Mar. 14.	Mar. 21.
Total deaths....	1,439	1,357	1,544	1,557	1,591	1,567	1,628	1,503	1,553	1,768	1,812	1,957	1,705	1,757
Annual death-rate.....	13.97	13.18	14.43	14.50	14.86	14.64	15.21	14.04	13.88	16.52	16.93	18.28	15.93	16.42
Typhoid Fever..	8	5	8	6	5	9	5	4	4	4	6	2	2	2
Malarial Fevers.	..	..	1	1	..	..	..	1	..	..	..	1	..	..
Small-pox.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Measles	9	12	7	8	15	15	12	16	12	13	12	16	19	16
Scarlet Fever....	6	5	11	14	14	6	11	13	14	22	16	13	11	13
Whooping Cough	3	2	2	5	1	..	6	2	6	5	4	5	5	8
Diphtheria and Croup	32	22	31	24	22	30	50	42	40	35	49	51	33	46
Influenza	7	7	5	16	14	14	10	6	9	15	22	29	22	24
Cerebro-Spinal Meningitis.	4	2	4	3	6	1	3	3	3	2	7	4	3	3
Tuberculosis Pulmonalis	159	151	191	172	187	203	202	180	184	209	192	254	199	212
Other Tuberculous.....	24	31	27	20	22	18	21	35	25	32	29	31	19	34
Acute Bronchitis	13	18	19	11	15	16	13	16	17	16	12	15	20	24
Pneumonia.....	105	130	124	141	127	122	142	134	140	159	210	210	212	197
Broncho Pneumonia.....	89	95	101	98	104	110	121	101	96	129	134	180	118	148
Violent Deaths..	86	57	92	57	94	65	83	59	73	74	82	68	63	100
Under one year.	233	218	252	233	224	214	262	218	226	290	273	303	259	292
Under five years	341	305	350	340	328	342	398	347	348	425	426	483	383	441
Five to sixty-five	807	797	876	888	914	908	902	837	885	980	983	1,051	978	994
Sixty-five years and over...	291	255	318	329	349	317	328	319	320	363	403	423	344	322
In Institutions...	570	522	594	601	606	595	620	591	639	706	696	729	709	728
Inquest cases	221	168	228	220	260	199	247	194	194	245	250	226	195	221
Mean barometer.	29 93	29.87	30.01	29 57	29.86	29.75	30.03	29.96	30.12	29.91	30.08	29.43	29.96	29.94
Mean humidity..	59.9	74.4	72.3	69.6	54.9	61.	71.9	65.	56.1	64.	49.0	69.	51.	56.6
Inches of rain or snow....	..	2.82in	.21in	1.15in	.53in	1.57in	1.91in	.3in	2.13 in.	6.82in	1.0in	21.24in	....	.74in
Mean temperature (Fahrenheit).....	39.°	38.6°	30.4°	34.9°	22.7°	33.°	38.°	37.3°	18.9°	21.°	25.3°	33.4°	31.1°	35.9°
Maximum temperature (Fahrenheit)	55.°	52.°	41.°	44.°	42.°	50.°	58.°	48.°	37 °	32.°	49.°	42.°	45.°	57.°
Minimum temperature (Fahrenheit)	24.°	20.°	20.°	16.°	-.5°	15.°	17.°	22.°	3.°	10.°	1.°	17.°	17.°	15.°

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE THURSDAY, MARCH 26, 1914.

Below is a statement of warrants made ready for payment on the above date showing therein the Department of Finance voucher number, the date or dates of the invoices or bills, the date the voucher was filed in the Department of Finance, the name of the payee and the amount of the claim.

Where two or more bills are embraced in the warrant, the dates of the earliest and latest are given.

All of the warrants mentioned are forwarded through the mail unless some reason exists why payment is to be made in person, in which event written notice will be promptly given to the claimant.

In making a written or verbal inquiry at this office as to any of the below mentioned warrants, it is requested that reference be made by the Department of Finance voucher number.

WM. A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
			Armory Board.	
32258			Wm. Messer Co.	$835 60
32265	2-10-14	3-12-14	Clark & Morton	300 00
35284	1-20-14	3-18-14	De Veau Telephone Manufacturing Co.	230 00
35294	1- 1-14	3-18-14	Welsbach Gas Lamp Co.	134 88
36071	1-22-14	3-19-14	Meyer-Denker-Sinram Co.	215 00
36072	3- 4-14	3-19-14	N. J. Schery	43 70
36075			T. J. Cummins Plumbing Co.	200 03
36076	2-26-14	3-19-14	Henry White	14 00
36077	11-20-13	3-19-14	Meyer-Denker-Sinram Co.	72 50
36078	11-20-13	3-19-14	Meyer-Denker-Sinram Co.	108 75
36079	12- 9-13	3-19-14	Meyer-Denker-Sinram Co.	210 10
36080	12-20-13	3-19-14	Meyer-Denker-Sinram Co.	36 25
36081	12-31-13	3-19-14	Benj. E. Weeks	14 00
36083			Samuel Lewis	80 30
36084			Durand Steel Locker Co.	190 00
36085	2-10-14	3-19-14	Abraham & Straus	118 00
36086	2-14-14	3-19-14	Walter F. Barnes	265 50
36087	2- 5-14	3-19-14	Welsbach Gas Lamp Co.	15 07
36088	1- 6-14	3-19-14	E. J. Rieser & Co.	97 50
36089	2- 1-14	3-19-14	Godfrey Keeler & Co.	125 00
36091	12-30-13	3-19-14	T. E. Quinn	298 00
			Bellevue and Allied Hospitals.	
36834		3-23-14	A. H. Witschieben	$8 40
36835		3-23-14	William Diebold	5 40
36836		3-23-14	M. Eblen	4 40
36837		3-23-14	Dr. Cyrus W. Field	2 08
36838		3-23-13	Hanna Malmgren	38 57
36839		3-23-14	George A. White	6 10
36840		3-23-14	Mary E. Wadley	63 50
36841		3-23-14	Dr. M. S. Gregory	5 10
36842		3-23-14	Lulu Jones, Assistant Superintendent	21 05
36843		3-23-14	Jessie A. Stowers	5 95
36844		3-23-14	M. J. Harkins	4 60
36845		3-23-14	Mary E. Wadley	38 95
36847		3-23-14	Sara E. Shaw	2 30
37499		3-24-14	Mary Maas	18 00
			Department of Bridges.	
35588	2-21-14	3-19-14	Agent and Warden of Auburn Prison	$35 00
35589	3- 3-14	3-19-14	H. E. Grupe	6 75
35590	2-28-14	3-23-14	N. Langler & Sons	82 78
35591	2-28-14	3-19-14	S. Trimmer & Sons, Inc.	15 10
35592	3- 5-14	3-19-14	Pure Oil Co.	9 00
35593	2-27-14	3-19-14	John F. Schmadeke	167 60
35594		3-19-14	Agent and Warden of Clinton Prison	11 00
35595	3- 5-14	3-19-14	Public Service Cup Co.	7 00
35597	2-28-14	3-19-14	The Glidden Varnish Co.	35 00
35598	2-28-14	3-19-14	E. F. Keating Co.	9 98
35600			Geo. Pool & Son, Inc.	5 75
35601	2-26-14. 3- 2-14	3-19-14	E. Schoonmaker Co.	57 57
35602	3-14-14	3-19-14	Lee Tire & Rubber Co.	34 27
35603	2-26-14	3-19-14	Oriental Rubber & Supply Co., Inc.	15 20
35604	2-25-14	3-19-14	The Timken Roller Bearing Co.	8 50
35605	2-26-14	3-19-14	C. T. Silver Motor Co.	6 60
35606	2-26-14	3-19-14	Thomas Paulson & Son, Inc.	5 46
35607	2-24-14	3-19-14	Rubber Tire Accessories Co.	10 51
36784		3-23-14	Calvin I. Crocker, Assistant Engineer	3 10
36785		3-23-14	Judd A. Lockwood, Assistant Engineer	9 50
			Municipal Civil Service Commission.	
33047		3-14-14	Rudolph Hering	$2,000 00
33048			George E. Datesman	250 00
36676		3-23-14	The Barton Mfg. Co.	16 00
36677		3-23-14	The Tablet and Ticket Co.	12 00
36679	11-28-13	3-23-14	The Caxton Magazine	3 00
36823		3-23-14	C. Hurley	25 00
36825		3-23-14	Thomas Garrett, Jr.	210 00
			Board of City Record.	
26899			William F. Albers	$141 50
36743		3-23-14	August Niebuhr	12 50
36744		3-23-14	John J. Service	12 50
36745		3-23-14	John H. Seaman	12 50
35746		3-23-14	Patrick Brennan	12 50
			Fire Department.	
36266		3-20-14	Consolidated Gas Co. of New York	25 80
			Department of Health.	
36599			John Wyeth & Bro., Inc.	$353 70
			County Clerk, Queens County.	
37187		3-24-14	Elliott-Fisher Co.	$7 85
37188		3-24-14	New York Telephone Co.	13 13
			County Clerk, Kings County.	
36853		3-23-14	Patrick Dougherty	$60 00
36854		3-23-14	The Banks Law Publishing Co.	26 60
			Surrogate's Court, Kings County.	
36293		3-21-14	Patrick Dougherty	$2 00
36294		3-20-14	Clynta Water Co.	3 00
36295		3-21-14	The Crescent Towel Supply Co.	3 00
			City Magistrates' Courts, First Division.	
35864		3-19-14	Norman L. Coe & Son	$10 00
			Surrogates' Court, New York County.	
36469		3-23-14	Knickerbocker Towel Supply Co.	$11 00
36470		3-23-14	James H. Leddy	5 00
			Supreme Courts.	
35712	2- 6-14. 3- 6-14	3-19-14	A. P. Little	$64 00
35714	1-31-14. 2-28-14	3-19-14	M. D. Robinson	40 00
35722	1-29-14. 2-26-14	3-19-14	The New York Edison Co.	337 89
36824			James Donovan	75 00
			County Court, Kings County.	
34890			Clyde H. Marshall	$38 40
36855		3- 5-14	John S. Message, M.D.	5 00
36856		3- 5-14	Edward B. Reinius	10 00
36857		3- 5-14	Frank S. Thomason	5 00
36858		3- 5-14	Herant M. Kiretchjian	5 00
36859		3- 5-14	Purvis J. Beahan	40 00
36860		3- 5-14	Anton Miller	10 00
36861		3- 5-14	Gaetano Parisi	5 00

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
			Department of Correction.	
36765		3-23-14	John Hayes, Warden	$3 25
36766		3-23-14	Thomas F. Corcoran, Keeper	1 50
36767		3-23-14	Frank W. Fox, Warden	12 45
36768	12-31-13	3-23-14	John J. Hanley, Warden	4 20
36769	12-31-13	3-23-14	Moses Keschner, M.D.	1 20
36770	12-31-13	3-23-14	John Sheahan, Keeper	1 00
36771		3-23-14	New York Telephone Co.	71 22
36772	10-30-13. 12-31-13	3-23-14	N. Y. Central and Hudson River R. R. Co.; E. L. Rossiter, Treasurer	55 20
			District Attorney, New York County.	
37038			West & Flint	$354 37
37039		3-24-14	David N. Carvalho	105 00
37043		3-24-14	John Williams	60 00
37044		3-24-14	Hugo Barthelson	20 00
			District Attorney, Bronx County.	
32844		3-13-14	Library Bureau	$124 67
32884		3-13-14	Henry M. A. Meyer	14 00
32886		3-13-14	Robert Hamburger	37 00
			Department of Docks and Ferries.	
36750			Burroughs Adding Machine Co.	$247 50
36751		3-23-14	Gimbel Brothers	127 44
36756			Agent and Warden of Auburn Prison.	13 00
36758		3-23-14	M. K. Bowman-Edson Co.	49 75
36759		3-23-14	L. Katzenstein & Co.	41 25
36763		3-23-14	W. D. Bush	76 12
36764	3-19-14	3-23-14	Jacob Rabel	70 60
			Board of Excise, Kings County.	
36983		3-24-14	James I. Kelly, Special Dpy, Commr.	$117 43
			Board of Estimate and Apportionment.	
35896	3- 2-14	3-19-14	Charles Baeszler	$11 00
35898	3-14-14	3-19-14	The Speed Key Selling Agency	19 35
			Department of Education.	
31691	1- 6-14	3-11-14	Fr. Jos. Unger	$65 00
31721			Lorenzo & Byrns	85 98
33079			Joseph D. Duffy	48 99
33084			Philp & Paul	49 59
33090			J. Fitzgerald	28 85
33116	2- 6-14	3-14-14	Alfred Whiteley	45 41
33969	12-15-13. 12-31-13	3-17-14	R. Solomon & Son	1,168 50
34055	10-24-13	3-17-14	John Wanamaker, New York	37 79
34066	9-12-13	3-17-14	John Wanamaker, New York	17 63
34074			Hardman, Peck & Co.	50 00
34080			George Steck & Co.	405 00
34114	11- 5-13	3-17-14	John Wanamaker, New York	50 47
34124	11-25-13	3-17-14	John Wanamaker, New York	6 21
34128	11- 1-13	3-17-14	John Wanamaker, New York	69
34131	11-25-13	3-17-14	John Wanamaker, New York	45
34139		3-17-14	John Wanamaker, New York	41 02
34148	11- 5-13	3-17-14	John Wanamaker, New York	22 25
34155	11- 5-13	3-17-14	John Wanamaker, New York	20 10
34286	9-13-13	3-17-14	John Wanamaker, New York	158 25
34326	9- 2-13	3-17-14	John Wanamaker, New York	45 88
34667		3-17-14	The Manhattan Supply Co.	2,592 00
34769			Fr. Jo. Unger	25 00
34770	1-23-14	3-18-14	B. Diamond	74 00
34775	12-31-13	3-18-14	James I. Newman	319 00
34777	2- 9-14	3-18-14	T. Frederick Jackson, Inc.	474 00
34787	2- 2-14	3-18-14	Ernest W. Newman	31 23
34788	12-17-13	3-18-14	Ernest W. Newman	202 24
34798	1-16-14	3-18-14	James F. Carey	75 00
34789	1-17-14. 1-31-14	3-18-14	Ernest W. Newman	195 22
34790	1-26-14	3-18-14	Ernest W. Newman	26 38
34796	1-29-14. 2-18-14	3-18-14	Ernest W. Newman	46 09
34800	12- 5-13. 12-31-13	3-18-14	John Wenning	86 79
34803	1-17-14	3-18-14	William E. Mason	136 87
34805			Fred E. Jaeger & Co., Inc.	335 00
34808	2- 2-14. 2- 9-14	3-18-14	Henry E. J. Schiffer	132 83
34855	2-12-14	3-18-14	B. F. Donohoe	45 00
34856	1- 3-14	3-18-14	George Roach	162 00
34859	1-12-14	3-18-14	Henry Saal	31 46
34861	1-13-14	3-18-14	Julius Haas Sons	36 27
34868	1-10-14. 1-17-14	3-18-14	H. Sacks	162 44
34869	1- 2-14	3-18-14	Moreland & Gibson	45 00
34870	12-30-13	3-18-14	Lorenzo & Byrns	60 55
34871	1-14-14. 1-16-14	3-18-14	Moss & Kendall	107 89
34874	1- 2-14	3-18-14	American Ornamental Iron Works	25 98
34875	11-26-13. 1-21-14	3-18-14	Joseph F. Egan	55 83
34878	1-13-14	3-18-14	W. H. Kroepke	65 10
34879	1-13-14	3-18-14	W. H. Kroepke	43 30
35132	2- 2-14	3-18-14	Henry E. J. Schiffer	49 09
35850	1-31-14	3-19-14	Independent Garage Co.	99 96
36348		3-23-14	Libman Contracting Co.	7,396 33
36354			Christopher Nally	922 50
36355		3-23-14	T. Frederick Jackson, Inc.	479 00
			Department of Finance.	
35559			Manhattan State Hospital	$49 41
35706		3-19-14	John H. Eckhoff, Jr.	350 68
36241	2- 1-14	3-20-14	The Morey-LaRue Laundry Co.	2 50
36243	12-31-13	3-20-14	Foster-Scott Ice Co.	63 70
36245	12-31-13	3-20-14	Kanouse Mountain Water Co.	68 10
36246		3-20-14	Kanouse Mountain Water Co.	39 00
36267	3-10-14	3-20-14	Tower Mfg. and Novelty Co.	2 00
36268	3-14-14	3-20-14	Defender Photo Supply Co.	10 80
36269	2- 1-14	3-20-14	The Diamond Towel Supply Co.	5 25
36270	2- 1-14	3-20-14	The Morey-LaRue Laundry Co.	2 00
36271	1-31-14	3-20-14	Kanouse Mountain Water Co., Inc.	85 20
36272	2-28-14	3-20-14	Fred M. Schildwachter	7 92
36273	1-31-14	3-20-14	Knickerbocker Ice Co.	2 17
36274	2- 1-14	3-20-14	Peerless Towel Supply Co.	4 84
36275	3- 2-14	3-20-14	Nickel Towel Supply	40 94
36276			Theo. Moss & Co.	12 19
36277	1-17-14	3-20-14	The Barton Mfg. Co.	32 06
36278	1-31-14	3-20-14	Foster-Scott Ice Co.	58 50
36280	3-14-14	3-20-14	The International News Co.	1 25
36281	3-16-14	3-19-14	Orrin S. Lyon	30 00
36283	2-18-14	3-20-14	Hardenbergh & Eddy Co.	5 00
36284	3- 9-14	3-20-14	Robert L. Kay	2 25
36285	1- 5-14	3-20-14	American Writing Machine Co.	11 21
36688			Guaranty Trust Co. of New York	250,000 00
36689			Guaranty Trust Co. of New York	500,000 00
36690			Guaranty Trust Co. of New York	500,000 00
36891		3-24-14	James F. Donnelly	141 23
36892		3-24-14	William Carl	150 00
36893		3-24-14	James J. McMahon	150 00
36894		3-24-14	William A. Moller	515 00
36895		3-24-14	George Wallace	565 00
36896		3-24-14	Edward Duffy	550 00
36897		3-24-14	Frederick C. Hunter	570 00
36898		3-24-14	Dominick L. O'Reilly	815 00
36899		3-24-14	Martin F. Huberth	530 00
36900		3-24-14	Morris J. Hirsch	370 00

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
36901		3-24-14	Cambridge Livingston	760 00
36902		3-24-14	Gilbert H. Montague	765 00
36909			Louis H. Senisoth	1,971 02
36909			Louis H. Senisoth	461 47
36940		3-24-14	Edward M. Morgan as postmaster	25 00
36941		3-24-14	The Western Union Telegraph Co.	2 80
37013		3-24-14	Long Island Star Publishing Co	10 85
37014		3-24-14	The Staten Island World	10 85
37015		3-24-14	Owen F. Sheridan	50 00
37016		3-24-14	Jeremiah A. McClean	50 00
37017	3-18-14	3-24-14	Joseph Bailey	3 00
37018		3-24-14	William Hahn	50 00
37019		3-24-14	Michael P. Daly	40 00
37020	3-17-14	3-24-14	Watkin Leadbetter	26 00
37021	2-19-14	3-24-14	Emanuel Ferrea	180 00
37022		3-24-14	Herbert G. Streat, Jr.	11 50
37023	3-16-14	3-24-14	The Hospital for Scarlet Fever and Diphtheria Patients	54 29
37024		3-24-14	New York Telephone Co.	416 91
37025			Manhattan Co.	12 50
37027		3-24-14	Michael Misiano	2 50
37029		3-24-14	Relief and Pension Fund of the Department of Street Cleaning, J. T. Fetherston, Commissioner, as Treasurer and Trustee	11,028 67
37030			New York Fire Department Relief Fund, Robert Adamson, Commissioner, as Trustee and Treasurer	69,188 91
37031		3-24-14	Dennis Wheeler	32 50
37032		3-24-14	Michael Bracco	2 50
37033		3-24-14	George Simpson	18 00
37034		3-24-14	Vincent Fiara	2 00
37035		3-24-14	Catherine M. Collins	176 66
37036		3-24-14	Bessie K. Marsh	5 00
37037		3-24-14	Isaac Wall	26 59
37076			Maurice Myers	90 00
37077			Henry L. Byrnes	75 00
37078			Hugh J. Christie as Receiver, appointed by order of Supreme Court entered in the office of the Clerk of the County of Kings on the 9th day of February, 1914, in the action of John E. Collins, plaintiff, against Philip F. Collins and others, defendants	1,750 00
37079			John M. Gray as executor of the last will and testament of Robert Furey, deceased	1,500 00
37080			Hyman Cohen	105 00
37081			Robert H. Taylor	150 00
37082			John U. Brookman	300 00
37083			Terrence Nugent	105 00
37084			Agnes I. Cunningham, formerly Agnes Hart	450 00
37085			Walter J. Salomon	116 66
37086			Realty Associates	155 00
37087			Kenneth M. Murchison	750 00
37088			James Dobbins, attorney in fact for John Dobbins	300 00
37089			Mrs. Mathilde Protzmann	55 00
37090			Mrs. Antonio Reitz	250 00
37091			The Shetland Co.	1,050 00
37092			Catherine G. Burke and Leo. H. McCall, trustees of the estate of F. P. Burke, deceased	1,650 00
37093			T. Connolly	2,000 00
37094			William Henderson	875 00
37095			Stuard Hirschman	1,249 97
37096			Stuard Hirschman	1,147 46
37097			Stuard Hirschman	1,128 52
37098			The Andrews Institute for Girls	450 00
37099			John D. Crimmins	2,650 00
37100			Stuard Hirschman	1,009 63
37101			Henry J. Ahrens	375 00
37102			C. Henry Offerman or Theodore Offerman, Attorneys in Fact for C. Henry Offerman, Lena Maria Rasch, Anna C. Schmidt, John Offerman and Theodore Offerman	962 50
37103			William C. Bergen	1,125 00
37104			William C. Bergen	1,125 00
37105			William C. Bergen	1,406 25
37106			William F. Hueston, Executor, and Sarah Churchill, Executrix, Under the Last Will and Testament of Thomas Hueston, Deceased	135 00
37107			Louis Tekulsky	105 00
37108			Mathias Haffen	150 00
37109			Monahan Express Co.	1,500 00
37110			Rose C. Newman	1,500 00
37111			George Dressler	362 50
37112			Wm. H. Rolston and Louis B. Rolston, trustees under the last will and testament of Roswell G. Rolston, deceased.	375 00
37113			Jacob Bernstein	750 00
37114			Regina A. F. Cahill	180 00
37115			Mary E. Campbell, Mary Campbell, Sadie Campbell, Susan Campbell Kiernan and Alice Campbell Good	896 87
37116			Alice A. Chadwick	375 00
37117			Mary E. Campbell, Mary Campbell, Sadie Campbell, Susan Campbell Kiernan and Alice Campbell Good	284 39
37118			Broadway and 96th Street Realty Co.	1,750 00
37119			N. Y. Wholesale Fish Dealers' Assn.	83 33
37120			Emigrant Industrial Savings Bank	416 66
37121			Emigrant Industrial Savings Bank	283 33
37122			Jonas Weil and Bernhard Mayer	1,875 00
37123			Academy of Mount St. Ursula	500 00
37124			Cecelia A. Bavendam	75 00
37125			Walter J. Salomon	40 00
37746		3-25-14	St. Peter's Hospital	2,556 60
37771		3-25-14	Wayside Home	305 34
			Fire Department.	
33923		3-17-14	James Valentine Reddy	$392 75
34883		3-18-14	Frank J. Helmle	99 50
35732			American Woodworking Mach. Co.	970 00
35733			Henry Schmall	4 00
35735	12-12-13	3-19-14	James Curran Mfg. Co.	420 00
35736	1-29-14. 3- 2-14	3-19-14	The White Co.	144 89
35737	3- 3-14	3-19-14	Buick Motor Co.	22 90
35738	3- 7-14	3-19-14	The Fisk Rubber Co. of New York	6 00

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
35739	1-28-14	3-19-14	Hess-Bright Co.	2 76
35740			Lowe Motor Supplies Co.	2 40
35742	2-24-14. 3- 9-14	3-19-14	Montgomery & Co.	17 90
35743	3- 6-14	3-19-14	McNutt Can Co., Inc.	96 00
35744	3- 5-14	3-19-14	Herschell-Spillman Co.	51 79
35745	2-25-14	3-19-14	Barnett & Brown	8 70
35746	2-28-14	3-19-14	Tucker Tool and Machine Co.	23 10
35747	3- 2-14	3-19-14	The Lunkenheimer Co	40 50
35751	3-10-14	3-19-14	The Webber Co	244 80
35752	3- 5-14	3-19-14	Motor Car Equipment Co	316 80
35753	2-17-14	3-19-14	American-La France Fire Engine Co.	190 89
35754	3- 7-14	3-19-14	Isaac G. Johnson & Co	85 20
35755	3- 2-14	3-19-14	Knickerbocker Supply Co	24 44
35759			James C. Nichols, Inc	44 80
35761	2-26-14	3-19-14	D. B. Fleming & Sons, Inc	59 33
35762	3- 5-14	3-19-14	Benj. Fox's Sons, Inc	30 50
35772	3- 4-14	3-19-14	The U. S. Light & Heating Co	45 23
35775	2- 7-14	3-19-14	Steeple Jack Hughes	20 00
36502		3-23-14	Knickerbocker Ice Co	96
36503		3-23-14	Kanouse Mountain Water Co	3 00
36504		3-23-14	William H. Thompson	1 00
36505		3-23-14	Crown Stamp Works	60
36506		3-23-14	Feiner Chemical Mfg. Co	1 50
36507		3-23-14	Ashton, Laird & Co	6 00
36508		3-23-14	The Searchlight Gas Co	7 88
36509		3-23-14	Bruen, Ritchey & Co	3 00
36510		3-23-14	Press Pub. Co., New York World	60
36512	3- 7-14	3-23-14	Brooklyn Daily Eagle	50
36513		3-23-14	Strauss & Co	9 30
36514		3-23-14	Lowe Motor Supplies Co	2 20
36515		3-23-14	Detroit-Cadillac Motor Car Co	95
36516		3-23-14	Detroit-Cadillac Motor Car Co	1 20
36517		3-23-14	Reading Standard Co	28
36518		3-23-14	Firestone Tire & Rubber Co	1 03
36519		3-23-14	Maxwell Motor Sales Corp	22 20
36520		3-23-14	Bosch Magneto Co	2 40
36521		3-23-14	Timken Roller Bearing Co	1 80
36522			Lowe Motor Supplies Co	11 47
36523		3-23-14	Locomobile Co. of America	1 45
36524		3-23-14	Stanley & Patterson	18 12
36525		3-23-14	Republic Rubber Co	8 00
36526		3-23-14	Underwood Typewriter Co	1 25
36527		3-23-14	Joseph O. Hammitt, Chief	170 40
36528		3-23-14	Joseph O. Hammitt, Chief	100 45
36529		3-19-14	Patrick J. Graham, Batt. Chief	8 75
36530		3-21-14	John H. Kelley, Clerk	6 18
36532	2-28-14	3-23-14	Middle Lehigh Co	140 91
36533		3-23-14	The Jamieson & Bond Co	71 00
36535	2- 6-14	3-23-14	E. G. Soltmann	33 89
36536	2-28-14	3-23-14	The Vacuum Oil Co	28 20
36541		3-23-14	Greenhut-Siegel Cooper Co	54 59
36547		3-23-14	B. F. Goodrich Co	27 35
36548	3- 2-14. 3- 5-14	3-23-14	Livingston Radiator Co	83 50
36549	3- 1-14	3-23-14	St. Nicholas Garage & Taxicab Co	22 00
36551			Peerless Garage	15 00
36552	3- 7-14	3-23-14	Tower Bros. Stationery Co	92
36553	2-20-14	3-23-14	National Duplicator Co	3 50
36554	3- 9-14	3-23-14	Tower Mfg. & Novelty Co	2 70
36555	2-28-14	2-23-14	The Prest-O-Lite Co	1 50
36556	3- 3-14	3-23-14	The Vacuum Oil Co	74 71
36558	3-12-14	3-23-14	John Lucas & Co., Inc	1 00
36562	3-11-14	3-23-14	William Koontz	8 50
36564	3- 3-14	3-23-14	James C. Nichols	10 00
36566	3- 3-14	3-23-14	Ford Motor Co	3 70
36568		3-23-14	The Fairbanks Company	17 00
36569	2- 5-14	3-23-14	John H. H. Van Hoven	3 00
36573	3- 9-14	3-23-14	Charles D. Schmidt	2 52
36574	2-17-14	3-23-14	Mott Fire Engine Co	9 00
36576	3-13-14	3-23-14	The Gutta Percha & Rubber Mfg. Co.	18 50
36577	3-12-14	3-23-14	Livingston Radiator & Mfg. Co	18 75
36578			Underwood Typewriter Co	50
36579			Municipal Garage	42 00
36580	3- 7-14	3-23-14	Underwood Typewriter Co	3 50
			Commissioner of Licenses.	
37129		3-24-14	George H. Bell	$23 10
37131		3-24-14	Edgar Wiener	11 95
			Law Department.	
27485		2-28-14	Clarence Bonynge	$47 30
30578		3- 9-14	Adams & Chambers	78 30
36665	3-20-14	3-23-14	Frank L. Polk, Corporation Counsel.	500 00
36666	3-20-14	3-23-14	Frank L. Polk, Corporation Counsel.	500 00
36680		3-23-14	New York Telephone Company	49 97
36681	3-19-14	3-24-14	Title Guarantee & Trust Company	8 00
36682	3-10-14	3-24-14	Munson Supply Co	6 30
36683	3-13-14	3-23-14	Neostyle Co.	1 50
37049	3- 2-14	3-24-14	Title Guarantee and Trust Company	14 00
			The Mayoralty.	
25768			Clark & Appelman	$74 00
25768			Hyman Bros., Assignees of Clark & Appelman	122 90
36315		3-21-14	United Electric Service Company	33 50
37011			John Purroy Mitchel	1,250 00
			Public Recreation Commission.	
36154	12-17-13	3-20-14	Henry B. Herts	$2,346 82
			Bronx Parkway Commission.	
36152	2-28-14	3-20-14	H. K. Brewer & Co	$31 60
36153			Jay Downer, Engineer and Secretary.	117 14
			Police Department.	
35229	3- 2-14	3-18-14	Carlson & Russ	310 00
35236			The Van Dorn Iron Works Company	363 00
35239			Altman Plumbing Co	3,017 50
36582	3- 5-14	3-23-14	Peter Guenther	50
36583	3- 1-14	3-23-14	Mrs. Bertha Roe	3 50
36584	3- 3-14	3-23-14	Edward B. Ray	2 13
36585	3- 2-14	3-23-14	Gertrude Schoenseigel	724 80
36589	3- 1-14	3-23-14	John Bewick	7 65
36590	2-24-14	3-23-14	William L. Brosnan	17 90
36591	3- 4-14	3-23-14	George A. Burgoyne	5 25
36592	3- 4-14	3-23-14	Donato Cavone	2 40
36593			John P. Challan	4 60
36606	3- 1-14	3-23-14	Herman Gromeier	1 70
36607	3- 2-14	3-23-14	Robert W. Hamel	3 10
36608	3- 2-14	3-23-14	John J. Hannigan	9 35
36609	3- 4-14	3-23-14	Thomas A. Hickson	9 85
36610	3- 4-14	3-23-14	William Holsten	76
36611	2-24-14	3-23-14	Louis Hyams	4 00
36612	3- 3-14	3-23-14	William L. Ihnken	1 80
36613	3- 5-14	3-23-14	Alexander Innis	4 20
36643	2-28-14	3-23-14	Bernard Pflaster	1 50
36644	2-17-14	3-24-14	Michael J. Regan	5 80

Finance Voucher No.	Invoice Dates.	Received in Department of Finance.	Name of Payee.	Amount.
36645	3- 2-14	3-23-14	William A. Rice	9 30
36646			Walter B. Robertson	4 65
36647	3- 5-14	3-23-14	Joseph F. Ryan	2 10
36648	3- 5-14	3-23-14	Patrick F. Ryan	2 65
36649			Francis A. Stainkamp	4 73
36650	2-28-14	3-23-14	Francis A. Stainkamp	4 30
36651	3- 3-14	3-23-14	Leo Stern	9 85
36652	2-23-14	3-23-14	Charles Stilson	6 33
36653	3- 4-14	3-23-14	James J. Stokes	4 58
36654	3- 4-14	3-23-14	Walter F. J. Sullivan	5 25
36655	3- 2-14	3-23-14	Paul F. Veith	1 15
36656	3- 4-14	3-23-14	Joseph Warshaw	8 50
36657	3- 5-14	3-23-14	John Wieber	4 25
36659	3- 4-14	3-23-14	Nathan Whitman	10 00
		Department of Parks, Boroughs of Manhattan and Richmond.		
24454	2- 6-14	2-24-14	E. O. Weeks	$310 00
36799		3-23-14	Fisher-Mitchel Co.	5 35
36788			Frank J. Lennon Co.	1,728 49
36789	8-20-13	3-23-14	The J. L. Mott Iron Works	16 80
36792	2-21-14	3-23-14	Dennison Mfg. Co.	3 00
36793	2-17-14	3-23-14	Standard Oil Co. of New York	4 50
36797	3- 9-14	3-23-14	John H. Graham & Co.	1 60
36798	3- 6-14	3-23-14	American Flag Co.	21 00
36801	1-26-14	3-23-14	Agent and Warden, Clinton Prison	119 70
36802	2- 2-14	3-23-14	Agent and Warden, Sing Sing Prison.	53 37
36803			Travers Twine and Cordage Co.	15 50
36804	3- 3-14	3-23-14	Bruce & Cook	6 00
36807	2-25-14	3-23-14	Vought & Williams	7 20
36808	2-14-14	3-23-14	John Simmons Co.	1 24
36809	2-19-14	3-23-14	J. L. Mott Iron Works	1 40
36810		3-23-14	A. G. Spalding & Bros.	8 50
36815		3-23-14	Stewart & Widder	305 00
37214		3-24-14	John Eisele	80
37215	3-10-14	3-24-14	Theodore T. Ganun	2 20
37216	3-10-14	3-24-14	Anthony Pearson	2 20
37217	3-11-14	3-24-14	N. Y. Zoological Society; Percy R. Pyne, Treasurer	5,222 65
37218	2-28-14	3-24-14	N. Y. Zoological Society; Percy R. Pyne, Treasurer	6,481 38
37219			N. Y. Zoological Society; Percy R. Pyne, Treasurer	67 50
37220			N. Y. Zoological Society; Percy R. Pyne, Treasurer	70 00
37318	3-15-14	3-24-14	Metropolitan Museum of Art; Howard Mansfield, Treasurer	10,011 56
37319			John W. Hutchinson, Purchasing Agt.	67 06
37320	3-15-14	3-24-14	Metropolitan Museum of Art; Howard Mansfield, Treasurer	1,285 41
		President of the Borough of Manhattan.		
35672		3-19-14	Buick Motor Co.	$52 88
35675	2- 6-14	3-19-14	The Lithoprint Co.	104 26
35677	2-18-14	3-19-14	Art Metal Construction Co.	30 80
35682	2-24-14	3-19-14	George C. Lavery & Co., Inc.	297 06
35683	2-27-14	3-19-14	N. Hutkoff & Co.	42 00
35689		3-19-14	The Dime Savings Bank	308 00
35692		3-19-14	The Nytanday Letter Manufacturing Co.	41 24
36478		3-23-14	Marcus M. Marks, President	200 00
36479			Henry H. Lloyd	746 40
36480			M. B. Brown Printing & Binding Co.	48 50
36480			M. B. Brown Printing & Binding Co.	48 50
36481		3-23-14	The J. W. Pratt Co.	86 00
36482	1-31-14. 2-28-14	3-23-14	William Holohan	12 41
36483		3-23-14	Seeman Bros.	10 00
36487		3-23-14	Nathan Lyons	11 50
36488		3-23-14	Samuel Lewis	40 80
36490	3- 9-14	3-23-14	Merchant & Evans Co.	49 14
35691	1-27-14	3-19-14	Remington Typewriter Co., Inc.	72 90
36491		3-23-14	Manhattan Rolling Mill	1 74
36492			Union Smelting & Refining Co.	22 50
36493		3-23-14	Sibley & Pitman	166 69
36494		3-23-14	Sibley & Pitman	40 50
36495		3-23-14	Smooth-on Manufacturing Co.	90 00
36497		3-23-14	M. J. Hassett	5 50
36499		3-23-14	Keuffel & Esser Co.	20 73
		President of the Borough of The Bronx.		
30487		3- 9-14	The Macey Dohme Co.	$675 45
33763	2-28-14	3-16-14	G. W. Benjamin	182 25
37497		3-24-14	Dr. H. Amling	4 00
		President of the Borough of Brooklyn.		
35998	3- 7-14	3-19-14	John A. Scollay	$0 75
		President of the Borough of Queens.		
34686		3-17-14	Robert W. Hunt & Co.	$30 00
37314		3-24-14	Randolph White	100 00
		Department of Public Charities.		
32326			Joseph D. Duffy	$102 51
35776	12-31-13	3-19-14	Armour & Co.	3,492 74
35777	12-31-13	3-19-14	Armour & Co.	1,278 00
35778			Bloomingdale Bros.	23 68
35780	2-14-14	3-19-14	Armour & Co.	3,219 64
35782	2- 2-14. 3- 2-14	3-19-14	The Fleischmann Co.	55 60
35783	2-28-14	3-19-14	Henneberger & Herold	1,017 28
35785			David Isaacs	3,195 77
35786	1-31-14	3-19-14	Robert P. Lawless	111 23
35787	2-19-14	3-19-14	The Manhattan Supply Co.	138 78
35788	2- 2-14	3-19-14	James A. Miller	55 68
35789	1-16-14	3-19-14	Pattison & Bowns	1,285 94
35790	1- 2-14	3-19-14	John W. Peale	706 93
35791			Robert P. Lawless	313 98
35792	1-31-14	3-19-14	A. Silz, Inc.	859 41
35793	1-31-14. 2-28-14	3-19-14	R. F. Stevens Co.	1,619 39
35794	2- 2-14	3-19-14	J. D. Stout & Co.	7 60
35795	2-19-14	3-19-14	John Bellmann	3 13
35796	1-18-14. 2- 9-14	3-19-14	Sulzberger & Sons Co.	2,387 79
35801	1-24-14	3-19-14	Defender Photo Supply Co.	22 50
35802	2- 7-14	3-19-14	Fidelity & Deposit Co. of Maryland	44 50
35805	1-26-14	3-19-14	The Knv-Scheerer Co.	37 50
35816	1-21-14	3-19-14	Schieffelin & Co.	1 75
35817	1-20-14. 1-31-14	3-19-14	Standard Oxygen Co.	167 50
35818	2- 9-14	3-19-14	John A. Casey Co.	45 00
35819	2-14-14	3-19-14	John Greig	185 49
35821	2- 3-14. 2-13-14	3-19-14	Roessler & Hasslacher Chemical Co.	60 48
35820	1-10-14	3-19-14	Lehn & Fink	23 00
35822			Bausch & Lomb Optical Co.	50 16
35824	1-10-14	3-19-14	Wm. Langbein & Bros.	19 54
35825	1-20-14	3-19-14	E. Leitz	36 22
35826	1-21-14	3-19-14	Parker, Stearns & Co.	1 83
35827	1-10-14	3-19-14	F. Alfred Reichardt & Co.	5 00
35828			Standard Oxygen Co.	18 50
35829	1-23-14	3-19-14	S. S. White Dental Mfg. Co.	17 26
35831	2-24-14	3-19-14	Charles W. Brucher	120 00
35832	2-23-14	3-19-14	Nason Mfg. Co.	128 17
35833	1-31-14	3-19-14	J. J. Snyder & Son	21 12
35834	1- 6-14. 2-19-14	3-19-14	D. B. Pershall & Son	45 00
35835	2-25-14	3-19-14	E. T. Joyce	5 70
146023			W. D. Garrett & Co.	36 77
		Public Service Commission.		
33738			Gibbs & Hill	$1,425 00
35505	1- 2-14. 1-27-14	3-18-14	C. C. Bohn Electric Co.	166 71
37537			Carlin & Guider	200 00
37538		3-24-14	C. N. Cronyn	68 60
37539		3-24-14	Carlin & Guider	50 00
37540		3-24-14	C. N. Cronyn	115 00
		Sheriff, New York County.		
37067		3-24-14	Evening Post Job Printing Office	$32 30
		Sheriff, Richmond County.		
37163			Dr. Charles L. Allers	$60 00
		Register, Bronx County.		
36674		3-23-14	New York Telephone Co.	$19 50
36675	3-19-14	3-23-14	George Kuhn	3 50
		Register, New York County.		
36981	3-18-14	3-24-14	J. J. Hopper, Register, New York Co.	$10 00
36982		3-24-14	New York Telephone Co.	6 92
		Sheriff, Kings County.		
36247		3-20-14	John Bulck, Jr.	$4 45
36248	2-28-14	3-20-14	Great Bear Spring Co.	2 40
36249	3- 5-14	3-20-14	W. C. Wilson	3 20
36250	3- 2-14	3-20-14	Fireproof Furniture & Construction Company	9 00
36251		3-20-14	Thomas J. Roper	10 35
36252			Wm. J. Seaton Co., Inc.	42 23
36253			Imperial Laundry Co.	5 87
36254		3-20-14	J. D. Books	13 12
36255			The Empire State Dairy Co.	5 40
36256		3-20-14	C. Fitter & Sons	40 87
		Department of Street Cleaning.		
36356	2-19-14	3-23-14	Hudson Auto Lamp Works, Inc.	$6 35
36357		3-23-14	Borough Development Co.	648 00
36358			Borough Development Co.	753 00
36359	2- 2-14	3-23-14	John Rehm, Jr.	2 50
36366		3-23-14	Madison Garage	60 00
36368			Hencken & Willenbrock Co.	51 30
36369	1- 8-14. 2-19-14	3-23-14	F. F. Fuhrmann	34 85
36370	2-28-14	3-23-14	Kanouse Mountain Water Co.	1 50
36372	3- 1-14	3-23-14	Prospect Taxi Co., Inc.	57 42
36371		3-23-14	Peerless Towel Supply Co.	7 88
36373	2-20-14	3-23-14	Charles E. Miller	20 00
36375	2-27-14	3-23-14	Manning, Maxwell & Moore	5 00
36377	2- 6-14	3-23-14	Theo. W. Morris & Co.	7 44
36378	2-11-14	3-23-14	The Debevoise Co.	10 00
36379			Harry S. Haupt, Inc.	2 40
36382	2-14-14	3-23-14	Hammacher, Schlemmer & Co.	2 65
36384	3- 2-14	3-23-14	The Knickerbocker Supply Co.	2 06
36385	3- 2-14	3-23-14	The Knickerbocker Supply Co.	4 55
36387	2- 9-14	3-23-14	Eugene Bournonville Welding Co.	22 00
36749		3-23-14	John J. O'Brien, Chief Clerk	116 79
37184		3-24-14	The Relief & Pension Fund of the Department of Street Cleaning, J. T. Fetherston, Commissioner, as Treasurer & Trustee	555 20
37185			The Relief & Pension Fund of the Department of Street Cleaning, J. T. Fetherston, Commissioner, as Treasurer & Trustee	263 19
		Board of Water Supply.		
35959			M. B. Brown Printing & Binding Co.	$226 64
35962	2-24-14	3-19-14	Waban Webbing Co.	975 00
36304		3-23-14	The Degnon Contracting Co.	531 27
		Department of Water Supply, Gas and Electricity.		
30352		3- 9-14	Queens County Water Co.	$2,947 03
34342	3-10-14	3-17-14	Gas Engine & Power Co. and Charles L. Seabury & Co.	525 00
34381	3- 9-14	3-17-14	The Underpinning & Foundation Co.	2,700 00
35623	3- 5-14	3- 9-14	Library Bureau	41 85
35624	2-24-14	3-19-14	John Wanamaker, New York	120 00
35625			The Hall's Safe Co.	15 00
35626	3- 5-14	3-19-14	Arthur T. Wibom, Inc.	72 00
35627	2-20-14	3- 9-14	M. K. Bowman-Edson Co.	31 04
35631		3-19-14	The McGlynn Trucking Corp'n.	88 00
35632		3-19-14	I. A. Silvie, Jr.	83 33
35633		3-19-14	I. A. Silvie, Jr.	83 33
35637		3-19-14	Peerless Rubber Manufacturing Co.	19 85
35638			Manufacturing Agency & Sales Co.	27 25
35640	2-16-14	3-19-14	Underwood Typewriter Co., Inc.	99 83
36117			Francis J. Fitzpatrick, Chief Inspector.	23 30
36118			D. F. Verdenal, Clerk.	57 80
36393	12-31-13	3-23-14	Brooklyn Union Gas Co.	530 00
36394	12- 1-13	3-23-14	Brooklyn Borough Gas Co.	45 00
36395	9-29-13	3-23-14	Brooklyn Borough Gas Co.	400 00
36397	12-31-13	3-23-14	United Electric Light and Power Co.	685 25
36407	12-31-13	3-23-14	Brooklyn Union Gas Co.	11,306 53
36408			Brooklyn Borough Gas Co.	716 53
36412	11-30-13	3-23-14	Brooklyn Union Gas Co.	4,988 40
36413	12- -13	3-23-14	Brooklyn Borough Gas Co.	162 45
36418			Brooklyn Borough Gas Co.	97 43
36420	3-31-13	3-23-14	Edison Electric Illuminating Co. of Brooklyn	3,654 43
36427	12-31-13	3-23-14	Richmond Hill and Queens County Gas Light Co.	14 02
36431	3-19-14	3-23-14	L. A. James, as Auditor	12 70
36432	3-19-14	3-23-14	William Hauck, Assistant Engineer.	39 76
36433	3-19-14	3-23-14	W. W. Brush, Deputy Chief Engineer.	4 00
36434	3-16-14	3-23-14	William R. Hillyer, Deputy Commissioner	43 70
36435	3-19-14	3-23-14	W. W. Brush, Deputy Chief Engineer.	2 30
36436			William Hauck	63 25
36437	3-16-14	3-23-14	William R. Hillyer, Deputy Commissioner	7 10
36438	3-19-14	3-23-14	William B. Caterson, Assistant Engineer	5 30
36439	3-19-14	3-23-14	James A. Swayne, Clerk	49 50
36440	3-11-14	3-23-14	L. B. Shoemaker, Assistant Engineer.	5 25
36442		3-23-14	John A. Rundlett	5 70
36444		3-23-14	William Hauck	1 20
37191	1-31-14	3-24-14	Henry Bell	86 25

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE THURSDAY, MARCH 26, 1914.

A statement is herewith submitted of all vouchers filed in the Department of Finance on this date in which is shown the Department of Finance voucher number, the date or dates of the invoices or bills, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher, the dates of the earliest and latest are given.

If the vouchers are found to be correct, and properly payable to the respective claimants, it will be my endeavor to have the warrants therefor made ready for payment within the next seven days.

If any claimant within the time stated does not receive his warrant or a written notice in relation thereto, then written or verbal inquiry may be made at this office, using the Department of Finance voucher number as a ready means of reference.

WM. A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
		Armory Board.	
38550	2- 7-14	Cavanagh Bros. & Co.	$24 95
38551	1-28-14	Brunswick Balke Collender Co.	2 00
38552	2-11-14	Swift & Co.	8 75
38553	2-13-14	M. A. Markheim	5 75
38554	2-10-14	Chas. F. Hubbs & Co.	22 43
38555	2-20-14	Pyrene Mfg. Co.	37 80
38556	2-13-14	Mill Remnants Co.	25 50
38557	2-21-14	World Polish Mfg. Co.	30 00
38558	2-24-14	Cavanagh Bros. & Co.	50 25
38559	2-21-14	G. Tagliabue	27 00
38560	2- 3-14	A. & W. Auburn Prison	9 00
38561	11-13-14	Library Bureau	30 00
38562	2-28-14	U. S. Card Index Co.	47 00
38563	2-28-14	Cavanagh Bros & Co.	12 35
38564	2-24-14	Cavanagh Bros. & Co.	46 20
38565	2-25-14	Cavanagh Bros. & Co.	24 89
38566	2-10-14	S. F. Hayward & Co.	7 50
38567	2-21-14	Standard Supply Co.	12 00
38568	2-19-14	Cavanagh Bros. & Co.	5 25
38569	3- 4-14	Singer Sewing Machine Co.	63 00
38570	3-19-14	Stanley & Patterson	3 80
38571	2-21-14	Cavanagh Bros. & Co.	11 27
38572	3- 4-14	Cavanagh Bros. & Co.	53 25
38573	2-28-14	Cavanagh Bros. & Co.	235 25
38574	2-11-14	Cavanagh Bros. & Co.	15 75
38575	2-28-14	Cavanagh Bros. & Co.	196 80
38576	2-18-14	Wm. P. Youngs & Bros.	41 08
38577	2-18-14	Samuel Pollack	30 87
38578	2- 7-14	Meyer Denker Sinram Co.	72 50
38579	2-19-14	Library Bureau	12 50
38580	3-19-14	Stanley & Patterson	25 92
38581	3-10-14	Keuffel & Esser Co.	40 80
38582	3-13-14	Cavanagh Bros. & Co.	2 05
38583	2-27-14	Cavanagh Bros. & Co.	64 44
38584	3- 4-14	The Rand Co.	187 50
38585	2-28-14	Stanley & Patterson	6 00
38586	2- 3-14	A. Pearsons Sons.	79 00
38587	2-20-14	Agt. & Warden	12 00
38588	3- 7-14	Cavanagh Bros. & Co.	36 00
38589	2- 3-14	A. Pearsons Sons.	79 00
38590	2-10-14	Samuel Pollack	42 50
38591	2-27-14	Stanley & Patterson	11 58
38592	2-28-14	Cavanagh Bros. & Co.	40 12
38593	2- 9-14	Wm. P. Youngs Bros.	135 30
38594	2-28-14	Stanley & Patterson	3 10
38595	3- 7-14	F. W. Devoe & C. T. Raynolds Co.	20 00
38596	3-11-14	Wm. J. Olvany	125 00
38597	3- 5-14	Reilly & McNeil	12 00
38598	3- 6-14	T. J. Cummins Plumb. Co.	50 00
38599	1-31-14	Henry Berau	54 74
38600	3- 7-14	Craig & Brown	58 00
		Bellevue and Allied Hospitals.	
38236	10-11-13	Atwood & Morrill	$37 75
38237	12-16-13	The American Laundry Machine Co.	6 42
38238	11-26-13	Alberger Pump & Condenser Co.	24 00
38239	1- 8-14	Bommer Bros.	29 16
38240	12-24-13	Belding & Franklin Machine Co.	22 00
38241	12-11-13	Ball & Jewell	14 00
38242		John Chatillon & Sons	1 00
38243	11-29-13	Crandell Packing Co.	24 55
38244	12-16-13	Candee Smith & Howland Co.	15 55
38245	8-18-13	Thos. C. Dunham	17 80
38246		The Fairbanks Co.	9 98
38247	12-12-13	The Frank Richard & Gardner Co.	1 32
38248	11-21-13	The Frank Richard & Gardner Co.	1 70
38249	10-25-13	C. W. Hunt Co., Inc.	189 40
38250	11-29-13	Hohnson Service Co.	54 74
38251		H. W. Johns-Manville Co.	61 20
38252	12- 6-13	Jones Packing Co.	31 96
38253		Kalt Lumber Co.	7 20
38254	11-19-13	The Kny Scheerer Co.	35 08
38255	11-20-13	H. Kohnstamm & Co.	19 35
38256	12-16-13	E. Leitz	40
38257	12-18-13	The J. L. Mott Iron Works Co.	12 60
38258	12- 5-13	Theo. W. Morris & Co.	151 99
38259	12- 8-13	Jas. A. Miller	137 53
38260		E. B. Meyrowitz	75
38261	11-28-13	N. Y. Belting & Packing Co.	47 76
38262	12- 1-13	Nason Mfg. Co.	13 50
38263		W. R. Ostrander & Co.	20 63
18264	12- 2-13	Pittsburgh Plate Glass Co.	17 05
18265	12-21-13	D. B. Pershall & Son	60
38266	12-26-13	D. B. Pershall & Son.	11 76
38267	12- 3-13	Patton Paint Co.	5 00
38268		Royal Eastern Electrical Supply Co.	8 98
38269	2-26-14	Kalt Lumber Co.	2 40
38270	2-18-14	The Modern Hosp. Pubg.	6 00
38271	2-25-14	Northwestern Elec. Equipment Co.	4 80
38272	1-23-14	Frederick A. Ross	65 40
38273	2-16-14	Standard Oil Company	56 25
38274	2-17-14	George W. Millar & Co.	74 50
38275	2-21-14	Greenhut Siegel Cooper Co.	365 98
38276	2-25-14	John Simmons Co.	7 32
38277	2-24-14	E. B. Meyrowitz	57 00
38278	2- 9-14	John Boyle & Co.	5 25
38279	2-18-14	A. & W. Auburn Prison	206 25
38280	2-18-14	The Globe Wernicke Co.	25 25
38281	2-26-14	The Frank A. Rolling Co.	14 40
38282	2- 6-14	John Wanamaker	130 28
38283		Wm. Langbein Bros.	106 75
38284	2-26-14	The Kny-Scheerer Co.	63 55
38285	2-13-14	The H. B. Claflin Co.	52 08
38286	2-28-14	Jos. Weil	28 80
38287	2-24-14	The Howe Scales Co.	7 00
38288	2-21-14	The Frank Richard & Gardner Co.	24 23
38289	12-12-13	Agent and Warden, Auburn Prison	42 75
38290		The Emil Greiner Co.	42 00
38291	2- 5-14	Hammacher, Schlemmer & Co.	14 85
38292	12-13-13	Sibley & Pitman	78
38293	11-28-13	Wm. A. Sander	28 00
38294	12- 2-13	The Hospital Supply Co.	150 05
38295		The Western Union Tel. Co.	2 06
38296		R. & L. Co.	21 95
38297	2-24-14	F. H. Bennett Biscuit Co.	8 55
38298	2-28-14	Conron Bros. Co.	1 88
38299	2-28-14	P. Lawless' Sons	787 46
38300	2-16-14	N. Y. Diet Kitchen Association	53 76
38301	2-28-14	Shults Bread Co.	2 80
38302		Jas. T. Smith	44
38303	2-27-14	Sulzberger & Sons Co.	149 54
38304	2-13-14	Meyer-Denker-Sinram Co.	20 85
38305	2-19-14	Henry Bainbridge & Co.	8 54
38306	2-13-14	Carragan & Tilson	3 53
38307	2- 2-14	Underwood Typewriter Co.	6 00
38308	1-30-14	Yawman & Erbe Mfg. Co.	1 95
38309	2-16-14	The Appengold Co.	151 28
38310	2-17-14	Defender Photo Supply Co.	168 43
38311	2-19-14	Robt. Ferguson	1 98
38312		Merck & Co.	27 56
38313	2-16-14	E. B. Meyrowitz	146 70
38314	2-13-14	Parke, Davis & Co.	20 00
38315	2-11-14	Standard Oxygen Co.	5 00
38316	2-13-14	Stanley Supply Co.	238 00
38317		Lehn & Fink	10 50
38318		Farbwerke-Hoechst Co.	232 00
38319	2-21-14	Farbwerke-Hoechst Co.	60 16
38320	2-25-14	Jas. A. Miller	114 90
38321		Knickerbocker Ice Co.	257 21
38322	2- 3-14	Semet-Solvay Co.	31 11
38323		H. W. Johns-Manville Co.	56 74
38324	2-13-14	The H. B. Claflin Co.	110 67
38325	2-25-14	The Bird Archer Co.	27 09
38326	2-19-14	High Grade Oil Refining Co.	20 00
38766	1-31-14	Hopkins & Co.	37 00
38767	2-18-14	William Hunrath	10 56
38768	2-17-14	The Standard Steam Specialty Co.	26 40
38769	2-27-14	Frank A. Hall & Sons	24 00
38770	2-19-14	Holbrook Bros.	9 25
38771	2-28-14	National Lead Co.	16 87
38772	2-24-14	John Lucas & Co., Inc.	24 25
38773	2-13-14	F. Eckenroth & Son, Inc.	56 25
38774	2-11-14	Thomas C. Dunham	25 50
38775	2-18-14	James A. Miller	25 95
38776	2- 4-14	Henry R. Worthington	3 00
38777	1-21-14	Elevator Repair & Supply Cor.	29 25
38778	2- 9-14	Underwood Typewriter Co., Inc.	41 00
38779	2-19-14	Waite & Bartlett Mfg. Co.	13 00
38780	2-20-14	Roger Williams	11 01
38781	2-11-14	Paul L. Bryant	2 25
38782	2-18-14	Fabric Fire Hose Co.	1 75
38783	2- 5-14	Joseph D. Duffy	83 98
38784	2-13-14	Paul Muller	19 00
38785	2-28-14	Daniel Downes	31 36
38786	3- 1-14	Jas. B. Donohue	41 25
38787	2-28-14	Dr. P. McInerney	17 00
38788	1-12-14	Geiszler Bros. Storage Battery Co.	2 50
38789	1- 9-14	The Swinehart Tire & Rubber Co.	153 00
38790	1-31-14	The N. Y. World	1 35
38791	1-19-14	Fidelity & Deposit Co. of Maryland	26 25
38792	2-24-14	Warren Webster & Co.	15 78
38793	12-31-13	Pattison & Bowns	238 30
38794	1-10-14	A. B. Dick Co.	2 25
38795	11-28-13	Balfour & Koch Co.	204 00
38796	12-20-13	Obrig Camera Co.	4 32
38797	12-30-13	Greenhut-Siegel Cooper Co.	2 64
38798		White Co.	60 34
38799		Stanley & Patterson	72 81
38800	12-26-13	The H. B. Claflin Co.	323 16
38801	12-31-13	Geo. W. Millar & Co.	21 00
38802	9-30-13	The Liquid Carbonic Co.	15 00
38803	4-21-13	W. R. Ostrander & Co.	5 25
38804	10-22-13	Hammacher, Schlemmer & Co.	1 88
38805	11-12-13	The Kny-Scheerer Co.	9 00
38806	12-19-13	Hull, Grippen & Co.	10 41
38807		John L. Garvey	1 00
38808	10-27-13	Agent and Warden, Dannemora Prison	58 27
38809	12- 9-13	Sutphen & Myer	5 65
38810	11-14-13	Stanley & Patterson	66 56
38811	12-12-13	Geo. Tiemann & Co.	15 50
38812	11-11-13	Geo. Tiemann & Co.	10 15
38813	12-16-13	Geo. Tiemann & Co.	20 00
38814	12-17-13	Waite & Bartlett Mfg. Co.	17 10
38815	12-31-13	J. G. MacDougall Co.	4 00
38816	12-27-13	Wappler Electric Mfg. Co.	50
38817	11-28-13	Wm. A. Sander	25 45
38818	12-20-13	The Kny-Scheerer Co.	4 10
38819		W. E. Dennis	1 25
38820		Dr. John W. Brannan	300 00
38821	12-31-13	Snook-Roenbgen Mfg. Co.	890 00
38822	2-19-14	Taylor Instrument Co.	3 50
38823	2-20-14	N. Y. Belting & Packing Co.	2 00
38824	2-14-14	Nanz Clock Co.	60
38825	2- 1-14	The Babcock & Wilcox Co.	10 50
38826	1-10-14	The White Co.	6 90
		Department of Correction.	
38328		Frank J. Reynolds	$27 85
		The Chamberlain.	
38479	2-28-14	N. Y. Tel. Co.	$30 45
		County Clerk, New York County.	
38480	2-28-14	N. Y. Tel. Co.	$25 99
		County Clerk, Bronx County.	
38707	1-18-14	J. Schapiro	$13 70
38708	1- 9-14	Century Rub. Stamp Works	10 81
38709	3-18-14	H. M. Patterson	12 90
38710	3- 4-14	Fred Morgenweck	12 80
38711		The Albany Reporting Co.	75 00
		Supreme Court.	
38761		James F. McGee	$20 63
		City Court, New York County.	
38508	3-17-14	T. Hanrahan & Co.	$3 00
38509	3-14-14	West Pub. Co.	60 00
38510	3-16-14	T. Hanrahan & Co.	60
38511	3-17-14	Thos. F. Smith	10 00
38512	3-14-14	The Columbia Typewriter Co.	1 00
38513	3-17-14	Public Service Cup Co.	7 00
38514	3-19-14	The Frank Shepard Co.	12 00
38515	3-19-14	The Frank Shepard Co.	10 00
		County Court and Surrogate's Court, Richmond.	
38679	1-31-14	N. Y. Tel. Co.	$13 23
		County Court, Bronx County.	
38762	3-20-14	Library Bureau	$5 00
38763	3-20-14	M. Lenetska	23 90
38764	3-25-14	C. Riegers' Sons	37 50
		Department of Education.	
38327		A. L. Brasefield	$642 75
38677		Jandorf Automobile Co.	250 00
38693		Frank B. Sheridan	25 00
38695	3-16-14	N. Y. Const. Co.	383 00
38696	3- 9-14	Geo. Steck & Co.	311 50
38697	3-16-14	B. Diamond	273 00
		Department of Finance.	
37918		Anna B. Amrheim	$3 32
37919		Wheeler Bros.	20 00
37920		United States Title Guaranty Co.	42 88
37921		Wilhelmina Geipel	26 68
37922		Harry Taylor	4 23
37923		Municipal Liens Co.	30 42
37924		Rose Downige	37 76
37925		Victoria Baccigalupe	2 80
37926		Henry F. Keil	2 25
38150		N. Y. Edison Co.	65 50
38151		Edison Electric Ill. Co.	226 50
38152		N. Y. Edison Co.	79,929 35
38153		Queens Borough Gas & Elec. Light Co.	3,851 62
38154		Consolidated Gas Co. of N. Y.	11,513 19
38155		N. Y. Tel. Co.	1,106 09
38156		The Bronx Gas & Electric Co.	175 06
38208		Guaranty Trust Co. of N. Y.	6,965 00
38209		Guaranty Trust Co. of N. Y.	25,165 00
38210		Guaranty Trust Co. of N. Y.	1,417 50
38211		Guaranty Trust Co. of N. Y.	126 00
38212		Guaranty Trust Co. of N. Y.	2,120 00
38213		The Franklin Savings Bank	5,000 00
38214		The Franklin Savings Bank	6,000 00
38215		Home Savings Bank of the City of Albany	13,000 00
38216		Hudson City Savings Institution	10,000 00
38217		Dollar Savings Bank of The City of New York	15,000 00
38218		Dollar Savings Bank of The City of New York	9,000 00
38219		Italian Savings Bank of The City of New York	2,000 00
38220		Westchester County Savings Bank	4,000 00
38221		Westchester County Savings Bank	2,000 00
38222		Westchester County Savings Bank	10,000 00
38223		Oswego County Savings Bank	10,000 00
38224		Greenburgh Savings Banks.	1,000 00
38225		Wm. A. Prendergast, as Comptroller	63,000 00
38226		Matteawan Savings Bank, Mattewan, N. Y.	1,000 00
38227		The American Savings Bank	500 00
38228		The Commissioners of the Sinking Fund for Account of the Sinking Fund of the City of New York	50,000 00
38229		The Chamberlain of the City of New York for New York County Court & Trust Funds	76,700 00
38230		The Chamberlain of the City of New York for New York County Court & Trust Funds	17,600 00
38231		The Chamberlain of the City of New York for New York County Court & Trust Funds	396 00
38232		The Chamberlain of the City of New York for New York County Court & Trust Funds	1,725 75
38233		The Commissioners of the Sinking Fund for Account of the Sinking Fund of the City of New York	750 00
38482		American Surety Co. of N. Y.	9 00
38483		Illinois Surety Co.	10 00
38484		National Surety Co.	37 50
38485		Fidelity & Deposit Co. of Maryland	12 50
38486		Illinois Surety Co.	10 00
38487		National Surety Co	62 50
38488		National Surety Co.	12 50
38489		The Aetna Accident & Liability Co.	10 00

Finance Voucher No.	Invoice Dates.	Name of Payee.	Amount.
38490		The Aetna Accident & Liability Co.	10 00
38491		The Aetna Accident & Liability Co.	10 00
38492		National Surety Co.	10 00
38493		National Surety Co.	12 50
38494		Jas. J. Sullivan	7 52
38495		Geo. Knittel	5 68
38496		Illinois Surety Co.	10 00
38497		The Aetna Accident & Liability Co.	10 00
38498		American Surety Co. of N. Y.	9 00
38499		Michael Henry	4 83
38500		Jerry J. O'Brien	3 75
38501		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	1,957 50
38502		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	4,761 00
38503		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	64,106 25
38504		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb...	425 00
38505		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	230,510 00
38506		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	11,530 00
38507		Wm. A. Prendergast as Comp. & Henry Bruere as Chamb..	11,890 23
38601		Bklyn. Home for Blind, Crippled & Defective Children...	2,908 48
38602		Bklyn. Nursery & Infants' Hospital	20 00
38603		Bklyn. Childrens Aid Society	81 79
38604		Children's Aid Society.....	5,762 98
38605		Good Counsel Training School for Young Girls.....	83 79
38606		Hebrew Orphan Asylum.....	115 36
38607		Hebrew Orphan Asylum....	13,608 21
38608		Institution of Mercy.....	9,004 78
38609		Industrial School Assn. of Brooklyn	268 21
38610		Manhattan Eye, Ear and Throat Hosp.	2 50
38611		New York Magdalen Home..	15 50
38612		St. Mark's Hospital of N. Y. City	117 85
38613		St. Joseph's Hosp. Queens...	141 10
38614		St. Agatha Home for Children	6,460 38
38615		St. Agatha Home for Children	869 29
38616		The Bklyn. Eye & Ear Hosp.	577 80
38617		Catholic Institute for the Blind	469 00
38618		St. John's Long Island City Hospital	3,299 50
38619		Christian Schneider	225 00
38620		Mary E. E. Moulton	108 33
38621		Miss Julia Dillon	125 00
38622		Jas. Keenan	68 75
38623		Michael Shannon	75 00
38624		John Musans	60 00
38625		Civic Centre Co. and Surety Realty Co.	3,500 00
38626		Carrie B. Colby	50 00
38627		August W. Rabe	150 00
38628		J. Romaine Brown Co., Assignee of Elizabeth Hanley..	275 00
38629		W. E. & W. I. Brown, Inc., Agents	50 00
38630		Wm. C. Bergen	1,406 25
38631		Wm. J. Arnow	75 00
38632		Jacob Appell	60 00
38633		David J. Tysen	25 00
38634		St. Andrew's Realty Co.....	17 00
38635		Martin Walter	135 00
		Fire Department.	
38680	3-21-14	Dennison, Hirons & Darbyshire	495 02
38681	3-21-14	Dennison, Hirons & Darbyshire	693 89
38682	3- 3-14	Horace Ingersoll Co.	3,383 80
38683	3-13-14	T. R. Thorn & Co.....	137 60
38684	3-17-14	Meyer & Schrader	33 40
38685	3-11-14	Standard Oil Co., N. Y....	1,247 81
38686		R. H. Laimbeer, Jr.	25 00
38687		Charles S. Demarest.....	1 00
38688		Putnam A. Bates.....	136 10
38689		Putnam A. Bates.....	12 95
38690		Putnam A. Bates.....	1 70
38691		Putnam A. Bates.....	47 03
38692		Putnam A. Bates.....	50
		Department of Health.	
38698	7- 5-13	The American Distributing Co., Jas. A. Webb & Son...	$65 97
38699		Armstrong Cork Co.....	3 80
38700		Russell & Co.....	15 65
38701		Stone & Forsyth	3 10
38702		The Manhattan Supply Co..	60
38703	3-20-14	Montgomery & Co.....	2 70
38704		James Milne	6 00
38705	12-26-13	Evening Telegram	63 00
38706		Eugene H. Scheffer	5 75
		Law Department.	
38749	1-10-14	The Globe-Wernicke Co....	$14 68
38750	12-27-13	Library Bureau	49 68
38751	12- 2-13	Remington Typewriter Co..	39 05
38752	3-14-14	John Wanamaker	19 00
38753	2-21-14	Underwood Typewriter Co..	1 75
38754		Eugene J. Curtis	85 20
38755		Bryan W. Tichenor	11 60
38756		Abraham Spinard	5 80
38757		John L. Webb	7 25
38758		The Banks Law Pub. Co....	124 85
38759		Jas. D. McGiffert	124 50
		The Mayoralty.	
38458		Foster-Scott Ice Co.....	$2 00
38459		Albert Lutz	32 82
38460	2-28-14	N. Y. Tel. Co.....	12 57
38461	1-31-14	N. Y. Tel. Co.....	28 40
38462	1-12-14	Follett Time Recording Co.	35 00
38463	12-31-13	W. & L. E. Gurley.....	465 85
38464	3- 4-14	The Peerless Towel Supply Co.	8 75
38465	3-11-14	The Briarcliff Farms, Inc..	3 00
38466	2- 7-14	Jurgen-Rathjen Co.....	15 00
38467	2- 5-14	Stanley & Patterson.....	17 76
38468	1-31-14	Municipal Garage	37 65
38469	2-16-14	Harry S. Houpt, Inc.....	169 73
38470	3-13-14	Remington Typewriter Co..	6 00
		Department of Parks, Borough of The Bronx.	
38712		Elton Cont. Co., Inc.....	2,250 00
		President of the Borough of Manhattan.	
38542	3-18-14	E. Belcher Hyde.....	$5 00
38543	3-18-14	Geo. W. Cobb, Jr.....	8 80
		President of the Borough of Brooklyn.	
38760		Lewis H. Pounds.....	$500 00
		Department of Public Charities.	
38636		Edward S. McSweeny.....	$17 55
38637		William J. Doherty	323 26
38638	3-13-14	Edmund P. Shelby	21 50
38639		John A. Kingsbury	300 00
38640		Walter H. Conley.....	16 56
38641		Edith Taylor	4 35
38642		Angus P. Thorne	162 00
38643		M. Niklas	12 40
38644		Angus P. Thorne	8 60
38645		Walter H. Conley	29 66
38646		James J. McGowan.....	72
38647		Alfred E. Rejall.....	50
38648		Sterling Potter	5 00
38649		Angus P. Thorne.....	97 16
38650		Daniel J. O'Dair.....	10 75
38651		N. Y. State Hospital for Incipient Tuberculosis	2,897 42
38652		Robert E. Bissett	6 30
38653		Angus P. Thorne.....	1,895 00
38654		Carl Johnson	12 00
38655		O. G. Mason.....	25 00
		Register, New York County.	
38520	3-20-14	Wm. H. Vrindten.....	$1 50
38521	3- 1-14	Nickel Towel Supply Co....	25 70
38522	2- 5-14	L. C. Smith & Bros. Typewriter Co.	45 05
38523	2-27-14	A. P. Little	4 00
38524	3- 9-14	Agent and Warden, Auburn Prison	5 85
38525	3- 2-14	Fallon Law Book Co.....	10 00
38526	3- 2-14	The J. W. Pratt Co.....	31 54
38527	3- 2-14	Underwood Typewriter Co..	5 10
38528	3- 2-14	Theo. Moss & Co.....	6 31
38529	3- 2-14	Roneo Co.	65
38530	3- 2-14	Jos. Spengler	17 05
38531	3- 3-14	The Star Fixture Co.....	6 00
38532	3- 5-14	Grane Bros. & Co.....	12 00
38533	3- 6-14	Library Bureau	2 45
38534	3- 6-14	Wm. Bratter & Co.....	2 00
38535	3- 9-14	Theo. Moss & Co.....	25
38536	3-13-14	The American Law Book Co.	6 00
38537	3-11-14	The Chief Pub. Co.....	75
38538	3-11-14	The J. W. Pratt Co.....	7 30
38539	3-13-14	Theo. Moss & Co.....	3 40
38540	3-13-14	Theo. Moss & Co.....	25
38541	3- 2-14	Geo. N. Joyce.....	4 00
		Tenement House Department.	
38544	3-14-14	E. S. Rathbun	$100 00
38545	2-28-14	Kanouse Mt. Water Co.....	22 50
38546	1-31-14	Henry Hessner & Son.....	234 00
38547	2-28-14	N. Y. Tel. Co.....	50 61
38548		John J. Murphy.....	20 85
38549		Jos. H. Fink.....	3 64
38471	3- 4-14	Eimer & Amend.....	18 00
38472	3-19-14	Keuffel & Esser Co.....	6 94
38473		E. G. Soltman	58
38474		Tower Mfg. & Nov. Co.....	18 75
38475	3-17-14	Theo. Moss & Co.....	8 00
38476	3- 7-14	Wm. Langbein & Bros.....	2 50
38477	3-21-14	Wm. Jacobi	1 50
38478	3-14-14	Southern Carpet Cleaning Co.	2 24
		Board of Water Supply.	
38745		Pittsburg Cont. Co.....	$85,718 30
38746		Frank Smith & Co. & Locher	16,929 05
38747		Holbrook, Cabot & Rollins Corp.	124,577 35
38748		Wm. F. Donovan & Chas. Cranford	17,044 69

Borough of Brooklyn.

Report for the week ending March 14, 1914:

Bureau of Public Buildings and Offices.

Orders Issued—For supplies, 24; for repairs, 49; total, 73.

Bills aggregating $4,092.02 were forwarded to the Department of Finance for payment.

Emergency Appointments—Thomas A. Drew, 61 Douglass st., Stationary Engineer, $4.50 per day, March 4, 1914; Edward Lawlor, 864 Macon st., Licensed Fireman, $3 per day, March 4, 1914.

Temporary Appointment Terminated—Patrick Reynolds, 201 State st., Stationary Engineer, $4.50 per day, February 27, 1914.

Bureau of Incumbrances and Permits.

Complaint Department—Bureau of Complaints, 2; mail, 13; Office, 56; Inspectors, 7; Police Department, 4. Total, 82. Sidewalk signs removed, 1; boulders, 26; trees and limbs, 64; posts and poles, 9; loads earth, 3.

Inspectors' Department — Complaints made, 56; complaints settled, 53; slips settled, 57.

Permit Department—Permits: Building material, 16; vaults, 1; crosswalks, 7; special, 30; vault repairs, 6; driveways, 1; electric companies, 38; railroad companies, 2; gas companies, 63; water, 8; sewer, 12.

Cashier's Department—Moneys received: Repaving over water connections, $137; repaving over sewer connections, $64.70; inspection of work done by corporations, $35.50; extra paving, $11.70. Total, $248.90.

Bureau of Sewers.

Moneys Received—For sewer permits, $113.50. Permits issued: For new sewer connections, 10; for old sewer connections (repairs), 18.

Linear feet 6-inch sewers built, 1,733; linear feet sewer built, 90-inch to 166-inch, 44; linear feet sewer built, 24-in. to 90-in., 152; linear feet pipe sewer built, 374; total number of feet sewer built, 570; number of manholes built, 2; number of basins built, 1; number of feet sewer repaired, 15; number of basins repaired, 18; linear feet of pipe sewers cleaned, 45,210; linear feet of large sewers cleaned, 250; linear feet of sewers examined, 61,400; number of basins cleaned, 735; number of basins relieved, 1; number of basins examined, 1,135; manhole heads and covers set, 2; manhole covers put on, 13; number of basin pans set, 2; number gallons sewage pumped, 26th Ward, 20,456,610; number gallons sewage pumped, 31st Ward, 35,730,640; cubic feet sludge pumped, 26th Ward, 48,416; cubic feet sludge pumped, 31st Ward, 17,587; complaints examined, 8; manholes repaired, 21.

Laboring Force Employed During the Week.

	Stokers, Etc.	Inspectors of Construction.	Inspectors of Sewer Connections.	Foremen.	Stationary Engineers.	Inspectors of Sewers and Basins.	Mechanics.	Laborers.	Horses and Carts.
Repairing and cleaning sewers..	..	..	12	9	..	8	1	75	24
Street Improvement Fund	..	41	..	..	..	..	..	16	..
26th Ward disposal works	4	..	..	..	4	..	..	13	..
31st Ward disposal works, 1 and 3	10	..	..	1	9	..	..	17	..
Cleaning large B. B. & C. sewers	..	..	..	1	..	..	..	10	3
Gowanus pumping station	..	..	..	..	2	..	..	5	2

Bureau of Highways.

Work Done by Conection Gangs—Dangerous holes repaired and made safe, 101 (temporarily).

Asphalt Plant—Watching, etc.; repairing tools, and equipment; plant repairs.

Miscellaneous Work—Drainage, miscellaneous trucking, repairing tools and equipment, miscellaneous work, not street work, removing snow and ice, details, inspections, operating yards.

Building Bureau.

Plans filed for new buildings, brick, 67; estimated cost, $787,300. plans filed for new buildings, frame, 17; estimated cost, $48,400. Total new buildings, 84—$835,700. Plans filed for alterations, 46; estimated cost, $45,265; cost of book slips, $16,465; cost of bay windows, $500. Grand total, 130—$897,930.

Unsafe cases filed, 4; violation cases filed, 36; unsafe notices issued, 4; violation notices issued, 36; violation cases referred to Counsel, 102.

L. H. POUNDS, President of the Borough.

Borough of The Bronx.

Extract of minutes of Local Board of Chester, 23d District.

Pursuant to call by President Mathewson, the members of the Local Board of Chester, 23d District, met at Borough Hall, 177th st. and 3d ave., on Tuesday March 3rd, 1914, at 8.15 p. m.

Present—President Mathewson, Chairman; Alderman Schweickert and Alderman Moran.

1151. Regulating, grading, setting curb stones, flagging the sidewalks, laying crosswalks, building approaches and erecting fences where necessary in Baker ave., from Garfield st. to White Plains ave., together with all work incidental thereto. Total estimated cost, $7,900. Laid over until April 21, 1914.

1132. Regulating, grading, setting curb stones, flagging the sidewalks, laying crosswalks, building approaches and erecting fences where necessary in Mead st., from Garfield st. to Unionport road, together with all work incidental thereto. Total estimated cost, $10,480. Adopted.

1135. Regulating, grading, setting curb stones, flagging the sidewalks, laying crosswalks, building approaches and erecting fences where necessary in Allerton ave., from Boston road to Eastchester road, together with all work incidental thereto. Total estimated cost, $86,000. Laid over until April 21st, 1914.

1140. Acquiring title to the lands necessary for Nereid ave., from White Plains ave. to Baychester ave. Adopted.

476-11. Regulating, grading, setting curb stones, flagging the sidewalks, laying crosswalks, building approaches and erecting fences where necessary in Walker ave., from the intersection of Westchester ave. and former Main st. to the easterly terminus of the land acquired for West Farms road; and in Fort Schuyler road, from the easterly terminus of the land acquired for West Farms road to Morris lane, together with all work incidental thereto. The foregoing title was adopted as an amendment of the Local Board of Chester resolution adopted on April 8th, 1913.

1114. Regulating, grading, setting curb stones, flagging the sidewalks, laying crosswalks, building approaches and erecting fences where necessary in E. 213th st., from Bronx boulevard to Boston road, together with all work incidental thereto. Total estimated cost, $50,000. Adopted.

1127 Acquiring title to the lands necessary for Furman ave., from Baychester ave. to E. 239th st. Adopted.

971. Constructing drain in Robertson st., between E. 242d st. and E. 243d st., and all work incidental thereto. Total estimated cost, $4,575. Laid over until March 19th, 1914.

On motion, seconded, the Board adjourned.

RICHARD W. HILL, Secretary.

Extract of minutes of Local Board of Morrisania, 22d District.

Pursuant to call by President Mathewson, the members of the Local Board of Morrisania, 22d District, met at Borough Hall, 177th st. and 3d ave., on Tuesday, March 3rd, 1914, at 8.30 p. m.

Present—President Mathewson and Alderman McNally.

1136. For constructing an extension of the sewer in Farragut st., from the end of the existing sewer to the United States pierhead line, together with all work incidental thereto. Laid over until April 21st, 1914.

On motion, seconded, the Board adjourned.

RICHARD W. HILL, Secretary.

Extract of minutes of Local Board of Crotona, 24th District.

Pursuant to call by President Mathewson, the members of the Local Board of Crotona, 24th District, met at Borough Hall, 177th st. and 3d ave. on Tuesday, March 3rd, 1914, at 8.45 p. m.

Present—President Mathewson, Chairman; Alderman Robitzek and Alderman Ferguson.

1142. Removal of encroachments in E. 149th st., between 3d ave. and St. Anns ave. Hearing closed. Decision reserved. On motion, seconded, the Board adjourned.

RICHARD W. HILL, Secretary.

Borough of Richmond.

Report for the week ending March 7, 1914.

Public Moneys Received During Week March 4, 1914—Restoring and repaving, special fund (fees), $273.24; miscellaneous, $65.42; total, $338.66.

Permits Issued Week March 4, 1914—Permits to open street pavements for all purposes, 1; permits, special and miscellaneous, 6; total, 7.

Requisitions Drawn on Comptroller—Payroll vouchers, $13,815.76; open market order vouchers, $828.44; miscellaneous vouchers, $35.69; total, $14,679.89.

Statement of Laboring Force Employed.
(Eight Hours Constitute One Working Day.)

	Bureau of Highways.		Bureau of Sewers.		Bureau of Street Cleaning.		Bureau of Public Buildings and Offices.		Bureau of Engineering		Total.	
	No.	Days.	No.	Days.	No.	Days.	No.	Days.	No.	Days.	No.	Days.
Foremen	14	48⅞	5	35	11	76	1	5	3	18	34	182⅞
Assistant Foremen	..	..	..	..	1	7	..	..	..	..	1	7
Laborers	58	243¼	5	28	42	278	16	84	24	88½	145	721¾
Carts	..	..	1	3	..	..	..	..	..	..	1	3
Carts (hired)	..	..	..	..	8	48	..	..	..	..	8	48
Teams	13	39⅛	..	..	..	..	..	..	..	..	13	39⅛
Drivers	1	6	1	⅛	48	310¼	1	6	3	16	54	338⅜
Sweepers	..	..	..	..	93	590	..	..	..	..	93	590
Hostlers	..	..	..	..	13	89	..	..	..	..	13	89
Steam Roller Enginemen	3	16¾	..	..	..	..	..	..	..	..	3	16¾
Auto Enginemen	..	..	1	7	..	..	..	..	2	14	3	21
Sewer Cleaners	..	..	19	93⅝	..	..	..	..	..	..	19	93⅝
Janitors	..	..	..	..	..	..	4	28	..	..	4	28
Janitress	..	..	..	..	..	..	1	7	..	..	1	7
Female Cleaners	..	..	..	..	..	..	6	42	..	..	6	42
Mechanics	..	..	..	..	1	7	4	23	..	..	5	30
Stationary Enginemen	..	..	..	..	2	14	2	14	..	..	4	28
Stokers	..	..	..	..	3	21	4	27⅞	..	..	7	48⅞
Elevatormen	..	..	..	..	..	..	2	14	..	..	2	14
Total	89	354	32	166¾	222	1,440¼	41	250⅞	32	136½	416	2,348⅜

Appointments, Removals, Etc.—A. Palatilo, New Brighton, Laborer, $2 per day, reassigned, March 5; DeWitt Roe, West New Brighton, Laborer, $2.50 per day, reassigned, March 5; A. Clark, West New Brighton, Driver, $3 per day, laid off, lack of work, March 4, effective March 9; J. E. Bowe, Stapleton, Superintendent. $3,000 per annum, appointed, March 7.

Work Done.

Bureau of Highways—Repairing and maintaining roadways. curbs. gutters. bridges, crosswalks, culverts, ditches, etc. Bureau of Sewers—Cleaning, examining and repairing sewers, basins, manholes, flush tanks, culverts, drains, etc., and miscellaneous work. Bureau of Street Cleaning—Street sweeping, refuse collection, final disposition, clearing gutters, light macadam repairs, weeding gutters and miscellaneous. Bureau of Public Buildings and Offices—Care and maintenance of Borough Hall, Village Halls at New Brighton and Stapleton, County Court House and Jail, County Clerk's office, Coroner's office, Special Sessions Court room and public offices in Borough of Richmond. Engineering, Construction—Surveys, plans, design and construction of sewers, highways, curbs, gutters, sidewalks, etc. Engineering, Topographical—Topographical survey and map of the borough, miscellaneous surveying, maps, etc.

Board of City Record.

Abstract of transactions for the week ending March 14, 1914:

Moneys Received—Subscriptions to the CITY RECORD, $274.35; cash sales of CITY RECORD, $63.78. Total, $338.13.

Requisitions Drawn on Comptroller—Open market orders, $9,285.22; M. B. Brown Printing & Binding Co., reprints from CITY RECORD, $54,850; binding CITY RECORD and Supplements, $2,952. Total $57,802.

Open Market Orders Issued After Competitive Bidding.

Name of Lowest Bidder.	Number of Orders.	Printing.	Stationery.	Books.	Total.
W. F. Albers	4	.....	.....	$32 75	$32 75
H. Bainbridge & Co.	1	.....	$8 18	.....	8 18
W. Bratter & Co.	14	$1,050 55	14 70	.....	1,065 25
The Brooklyn Daily Eagle	3	134 15	.....	.....	134 15
M. B. Brown Ptg. & Bdg. Co.	22	16,555 73	209 61	117 25	16,882 59
John Cassidy Co.	3	11 40	.....	41 00	52 40
P. J. Collison & Co.	1	1 68	.....	.....	1 68
Graham Chisholm Co.	2	23 45	.....	.....	23 45
Jordan S. and P. Co.	2	.....	141 17	.....	141 17
Koller & Smith Co.	2	16 70	4 75	.....	21 45
Library Bureau	1	.....	5 55	.....	5 55
J. J. Little & Ives Co.	3	1,360 70	.....	.....	1,360 70
Theo. Mitchell	3	.....	.....	54 55	54 55
C. S. Nathan	3	1,306 92	.....	.....	1,306 92
The O'Connell Press	3	8,053 84	.....	.....	8,053 84
The J. W. Pratt Co.	8	178 00	40 87	.....	218 87
	75	$28,693 12	$424 83	$245 55	$29,363 50

DAVID FERGUSON, Supervisor of the City Record.

Changes in Departments, Etc.

DEPARTMENT OF BRIDGES.

Walter J. Hosey, Clerk, 610 9th ave., Manhattan, salary fixed at $540 per annum; Herman L. Engstrom, Clerk, 1262 74th st., Brooklyn, salary fixed at $750 per annum. Both to date from March 1, 1914.

DEPARTMENT OF DOCKS AND FERRIES.

The action of the Commissioner, March 19th, fixing pay of Denis Canniff, Laborer, at $2.50 per day, to take effect March 20, 1914, rescinded March 20, 1914, and his pay is to be continued at $3 per day while employed.

BOROUGH OF MANHATTAN.
Bureau of Buildings.

George R. Gage, 157 Garfield place, Brooklyn, and Eric Gorkstrom, 208th st. and Rochambeau ave., The Bronx, appointed Inspectors of Iron and Steel Construction, at $1,500 each per year, taking effect April 1. Joseph J. Doyle, 566 W. 170th st., City, appointed Clerk, at $300 per year, effective on March 24, 1914. Robert Neill, Inspector of Elevators (provisional appointment), at $1,200 per year, and Frederick C. Kuehnle, Inspector of Iron and Steel Construction (provisional appointment), at $1,500 per year, services dispensed with, taking effect at the close of business on March 31st, 1914. Francis M. Jennings, 819 Willoughby ave., Brooklyn, appointed Inspector of Elevators, at $1,200 per year, taking effect April 1.

TENEMENT HOUSE DEPARTMENT.

Resigned—Joseph H. O'Connor, No. 218 E. 38th st., Inspector of Tenements, salary $1,350 per annum, to take effect at close of business March 21st, 1914; Jacob L. Goldstein, No. 406 1st ave., Clerk, salary $480 per annum, to take effect at the close of business March 21st, 1914; Edward J. Caddell, No. 420 Lewis ave., Brooklyn, Clerk, salary $600 per annum, to take effect at the close of business March 16th, 1914.

Patrick H. Kennelly, No. 164 Remsen st., Brooklyn, Inspector of Tenements, salary $1,200 per annum, died Monday, March 16th, 1914.

Appointments—First Grade Clerks, at $300 per annum: Frederick F. Somers, 132 Crystal st., Brooklyn; Jacob L. Schneider, 400 Tompkins ave., Brooklyn. These appointments to take effect March 25th, 1914.

Transferred—Andrew J. Quinn, No. 475 E. 141st st., The Bronx, Clerk, at $1,200, to the Board of Education, at $1,500 per annum, to take effect at the close of business March 31st, 1914.

BOARD OF CITY RECORD.

Joseph Rosenthal, 58 E. 107th st., Manhattan, appointed First Grade Clerk, at $300 per annum, March 23, 1914.

BELLEVUE HOSPITAL.

Appointments—February 1st, Head Pupil Nurse: Luman B. Wheeler, $360; Leonard Winkle, $480. Physician to Out-Patients: Dr. D. C. Martin, $600; Dr. H. H. Pelton, $600. February 9th, Hospital Helpers: Walter Paterson, $240; William McGuirr, $240; February 10th, Frank Miller, $240; Richard B. Heffernan, $300; Frank Seemans, $240; February 11th, Charles Pfaff, $240; February 13th, Max Raum, $240; February 14th, Hakon Krohn, $240; February 16th, Hugh Monohan, $240; Paul Schubert, $240; George McLean, $240; Clarence Le Roux, $240; Mike Bilsky, $300; Kate Mulligan, $180; John J. Carbury, $240; February 17th, Mary Kerns, $240; George Peters, $240; Mary Rock, $180; Michael McDermott, $240; February 18th, Fannie Kaplin, $180. Fireman: Cornelius Holton, $3 per day. Hospital Helpers: Frank Imandt, $240; Joe Luke, $240; Ella Walsh, $180; George Johnson, $240; February 19th, Anna Klippel, $180; Elizabeth Bennett, $180; Gerald Montgomery, $240; Henry Topal, $240; William Taylor, $240; Alice Young, $180; John Oswald, $240; George Huxham, $240; Charles Femstead, $240; February 20th, Lillian Laurant, $180; Nora Reilly, $180. Fireman: Edward McPhillips, $3 per day. Hospital Helpers: George Kevorkian, $240; February 21st, Mary Peterson, $192; Louis Cahill, $240; February 22nd, Theodore Smith, $240; February 24th, Samuel Wells, $240; Frederick C. Samble, $240; February 25th, Margaret Driscoll, $180; Harry Wilson, $240; Mary McLaren, $180; Samuel Strong, $240; Herman Reutlinger, $240; February 25th, Nellie Kelly, $180; Minnie Harrigan, $180; Frank Keenan, $240; February 27th, Lawrence Miller, $180.

Dismissals, Resignations, Etc.—January 31st, Leonard Winkle, Head Pupil Nurse, $360 to $480; Luman B. Wheeler, Head Pupil Nurse, $480 to $360; Dr. Frank W. Erdwurm, Physician to Out-Patients, $500, change of service; Dr. L. B. Mackenzie, Physician to Out-Patients, $600, change of service. Hospital Helpers: February 6th, William Schubert, $240; February 7th, James Reilly, $240; February 8th, William Jennings, $240; William Goyette, $240. Fireman: February 9th, Edward McPhillips, $3 per day. Hospital Helpers: February 10th, William Reun, $240; February 12th, James McGarrahan, $240; February 13th, Frank Golen, $240; February 15th, Emma Branstrum, $180; Lena Drum, $180; Sarah Path, $180; Alex. Midgely, $300; Mary Manning, $180; Mike Bilsky, $240 to $300; February 16th, Kate Mulligan, $180; Annie Devine, $180; February 17th, Walter Todd, $240; William Howard, $240; Irene Ironowicz, $180; Jennie Hart, $240; Arthur McGraw, $240; February 18th, Alfred Anderson, $240; Michael Moroney, $240; Edna Walsh, $180; Eleanor Searles, $180; Ellen Piatt, $180; Sylvester Harrington, $300; John Shearer, $240; Jerry Casey, $240. Fireman: February 19th, John McMahon, $3 per day. Hospital Helpers: Lester Manning, $240; William Burns, $240; February 20th, Nora Reilly, $180; James Rafferty, $240; Joseph Joel, $240; February 21st, Gertrude McMahon, $240; Mary Vile, $180; February 22nd, John Oswald, $240; February 23rd, Rupert Margeson, $240; Mary Peterson, $192; February 24th, Theodore Smith, $240; Mary Rock, $180; Hakon Krohn, $240; February 25th, Anna Klipfel, $180; Hamilton Howard, $240; August Miller, $240; February 26th, Frank Seemans, $240; Edward Dwyer, $180; Mary Kerns, $240; Harold Zimmerman, $300; February 27th, Mary Fitzpatrick, $180; February 28th, Edward Tully, $240; Harry Wilson, $240; Margaret Driscoll, $180; Maggie Jackson, $192.

Appointments, Nurses—February 17th, Elizabeth Davis, $600; Margaret Kerns, $96; February 14th, Rose Mitchell, $600; February 18th, Sara Glacken, $600; Edith Lewis, $600; February 19th, Bessie Thompson, $720; February 20th, Gertrude Heuxtable, $600; February 21st, Jennie Carnes, $600; Nina Dickey, $96; February 22d, Carrie Marks, $96; February 25th, Marian Maxey, $96; February 26th, Florence Morris, $600; February 27th, Mary Harlon, $800; Theresa Dunn, $600; February 28th, Mary Wiggins, $600.

Resignations, Etc.,—Nurses: February 14th, Kathleen Scully, $600; Anna Grass, $720; Amanda Peterson, $600; Mabel Woolgear, $600; February 16th, Jane Bell, $96; February 17th, Carrie Marks, $96; February 18th, Bessie Thompson, $600 to $720; February 20th, Mary O'Keefe, $600; February 21st, Sarah Gray, $96; Marian Maxey, $96; January 31st, Marguerite Thompson, $96; February 22nd, Felix McLaughlin, $600; February 25th, Marian Black, $720; February 26th, Mary Hanlon, $600 to $800; Theresa Dunn, $800 to $600; February 28th, Katherine Speer, $96.

GOUVERNEUR HOSPITAL.

Appointment—January 29th, Alexander Wolfeil, Hospital Helper, $250; January 30th, Mary Barry, Pupil Nurse, $96. February 1st, Physician to Out-Patients: Dr, Alfred Henderson, $300; Dr. S. S. Arlick, $300. Pupil Nurse: Rosemary Corrigan, $96. Hospital Helper: February 2nd, Paul Leitzman, $240. Trained Nurse: Mary Booth, $600. Pupil Nurse: Winifred Graham, $96. Hospital Helpers: February 3rd, George Conway, $240; February 5th, Alexander Wolfeil, $240; Louis Rust, $270. February 10th, Pupil Nurse: Gerda Higginbotham, $96. Trained Nurse, Hazel Davis, $600. February 16th, Pupil Nurse: Catherine Ferguson, $96; Hospital Helpers: Mary Crowley, $180; Lizzie Johnson, $180. February 14th, Trained Nurse: Mabel Woolgar, $601. February 17th, Hospital Helper: Max Madsen, $240. February 12th, Instructor in Anaesthesia: Charles S. Hunt, $750. February 18th, Trained Nurse: Antoinette Ewers, $600. February 19th, Hospital Helper, Louis Bentzen, $240.

Salaries Increased, Hospital Helpers, to Date from February 1st—From $180 to $216, Julia Leary, Ida Smith. From $216 to $240, Mary Smith, Nora Donovan. From $240 to $270, Joseph Joyce, Louis Rust, Axel Sondergard. From $270 to $300, Armand Chaiffre, Henry Muhlenberg.

Dismissals, Resignations, Etc.—January 26th, Catherine McGowan, Trained Nurse, $600. Hospital Helpers: January 27th, Louis Rust, $240; January 30th, Joseph Goulden, $240. Trained Nurses: January 31st, Ingeborg Jacobson, $600; Johanna Osterberg, $600. Antoinette Ewers, Pupil Nurse, $96. Hospital Helpers: February 1st, Frank Porter, $240; February 2nd, Armand Chaiffre, $300; February 4th, Alexander Wolfeil, $240. Pupil Nurse: February 9th, Hazel Davis, $96. Hospital Helper: February 11th, Kate Clancey, $180. Trained Nurse: February 13th, Rose Mitchell, $600. Hospital Helpers: Margaret Burke, $180; February 16th, Gunnar Jannssen, $240; February 17th, George Conway, $240.

HARLEM HOSPITAL.

Appointments—Admitting Physician: January 1st, Dr. Robert E. Knapp, $900. Hospital Helpers: January 7th, Charles Matthews, $240; January 21st, Sadie Palmer, $240; Katherine Bohan, $180; Eugene Donnellin, $240; Kate Lyons, $180; Mary Ormsby, $180; January 23rd, Viola Davenport, Pupil Nurse, $96. Hospital Helpers: Edward O'Rourke, $240; January 24th, Eugene McGillicuddy, $480. Pupil Nurse: Daisy Houck, $96. Hospital Helpers: January 28th, Michael Farrell, $240; January 29th, Mary Flynn, $192; January 30th, Edward Carroll, $300. Pupil Nurse: February 1st, Vera Girling, $96. Trained Nurse: Esther Allen, $800. Pupil Nurses: February 2nd, Hilda Johnson, $96; Honore Riordan, $96; Gudrun Gram, $96; Velma Wright, $96; Francis MacDonald, $240. Hospital Helpers: February 5th, Michael Foley, $240; February 6th, Charles Gryn, $240; Michael Farrell, $240; Denis Rooney, $240; February 7th, Richard Levy, $240; February 10, Laura Taylor, $240; Jas. Adams, $240; Mary Flynn, $180; February 11, Margaret Kellen, $240; Charles Cirbus, $240. Pupil Nurse: Bertha Marmaduke, $96. Hospital Helpers: February 13th, Walter Joyce, $240; February 14th, Frances Pinkers, $180; Lulu Grigsby, $240; Annie Pfeilstocky, $180; February 15th, Hanah Mead, $180. Pupil Nurses: Olive Dickinson, $96; February 16th, Agnes Carnes, $96; Jennie Chambers, $96. Hospital Helpers: Mary Callahan, $180; February 17th, Joseph Judge, $240; February 18th, Robert Kaelber, $240. Pupil Nurses: February 19th, Mary Hubbard, $96; Alice Edney, $96; Minnie Winters, $96. Hospital Helpers: William Flannigan, $240; February 20th, Mary Carroll, $180. Pupil Nurse: Beatrice Ford, $96.

Salary Increased, Hospital Helper, Action to Date from February 1st, 1914—From $180 to $192, Kate Lyons.

Resignations, Dismissals, Etc.—Hospital Helpers: January 20th, Katherine Bohan, $240 to $180; Sadie Palmer, $180 to $240; January 20th, Jennie Murphy, $180; January 23rd, John Becker, $480; January 23d, Eugene McGillicuddy, $300 to $480. Pupil

Nurse: January 23rd, Marie Stefford, $96. Hospital Helper: January 26th, Fred Klein, $300. Pupil Nurses: January 31st, Louise Refoy, $96; February 1st, Catherine Costello, $96; Ellen Duffany, $96. Hospital Helper: Harry Nolan, $240. Pupil Nurse: February 2nd, Mary McLean, $96. Hospital Helpers: February 4th, Joseph Lawrence, $240; February 5th, Laura Taylor, $240; William Cooper, $240; Eugene Donnellin, $240; February 6th, Albert Lawrence, $240; February 9th, Charles Matthews, $240; Stella Rouch, $180; Mary Flynn, $192 to $180; Sadie Palmer, $240. Pupil Nurse: Helena Ellis, $96. Hospital Helpers: February 10th, William Wagner, $240; Charlotte Wilson, $180; February 11th, Sadie Girton, $240; February 12th, Fred Osmar, $240; February 13th, Delia Casserly, $180; Mary Leighton, $300; February 14th, Maggie Ryan, $180. Pupil Nurse: Rose Arndt, $96. Trained Nurse: Ella White, $720. Pupil Nurse: February 15th, Ethel Hedges, $96. Hospital Helpers: Mary Prendergast, $180; February 16th, Joseph O'Brien, $240; February 17th, Joseph Judge, $240. Pupil Nurses: February 18th, Jennie Johnson, $96; February 19th, Grace Knoche, $96.

FORDHAM HOSPITAL.

Appointments—Radiographer: January 1st, Dr. Arthur S. Unger, $1,200. Trained Nurse: January 6th, Vera McNeil, $600. Hospital Helper: Stella Barrett, $180. Pupil Nurse: January 16th, Annie Rozelle, $96. Hospital Helpers: January 1st, John Gallagher, $300; January 29, Douglas Best, $240; January 30th, George Weintraul, $240; January 26th, Robert Bennett, $240; January 28th, Margaret Black, $180; Simon Zaramba, Laundryman, $600; January 29th, Kate Smarsch, Hospital Helper, $180; Anna Reilly, Trained Nurse, $600. Pupil Nurses: February 1st, Esalina Sauve, $96; Helen Roberts, $96. Fireman: James J. Gaffney, $3 per day. Hospital Helpers: February 4th, Gertrude Gibbons, $180; Margaret Cashion, $180; Margaret Haggerty, $240; February 5th, Catherine Cushing, $180; Charles Peterson, $240; February 6th, Tessie Farley, $240; Edward Sabo, $240; February 7th, Tessie Dremeska, $180; February 8th, Mina Fitch, $192; February 9th, Katherine Richardson, $240; February 10th, John Lucas, $600; February 11th, Kate Rowe, $240; February 12th, Clara Faulkner, $240; Elmer Ashley, $240; February 14th, Peter Roderick, $240; February 16th, Elmer Ashley, $180; Mary McAloon, $240; February 17th, Charles Williams, $240. Fireman: February 20th, Patrick Duffy, $3 per day.

Resignations, Dismissals, Etc.—Hospital Helpers: January 28th, Joe Horgan, $240; January 29th, Peter Kollos, $240. Fireman: January 31st, Patrick Loftus, $3 per day. Hospital Helpers: Mary Rogers, $180; William Waddick, $240. Pupil Nurses: Gertrude Birdsey, $96; Laura Waldron, $96. Hospital Helpers: February 1st, Eva Garbinski, $216; February 2nd, Kate Smarsch, $180; February 4th, Helen Innis, $180; Eric Anderson, $270; February 5th, Margaret Haggerty, $240; February 6th, John Lucas, $600; February 7th, Margaret Harrington, $240; February 8th, Tessie Farley, $240; Josie Hann, $240; February 5th, George Weintraul, $240; February 10th, Kate Richardson, $240; February 11th, Kate Rowe, $240; February 13th, Noah Fitzpatrick, $240; February 14th, Catherine Cushing, $180; February 15th, Elmer Ashley, $240 to $180. Pupil Nurse: Grace Knapp, $96. Hospital Helpers: February 16th, Charles Paterson, $240; Elmer Ashley, $180. Fireman: February 19th, James Gaffney, $3 per day.

Salaries Increased, Hospital Helpers, Action to date from February 1st—From $240 to $270, Richard Rowan, Thomas Brady.

OFFICIAL DIRECTORY

STATEMENT OF THE HOURS DURING which the Public Offices in the City are open for business and at which the Courts regularly open and adjourn, as well as the places where such offices are kept and such Courts are held.

CITY OFFICES.

MAYOR'S OFFICE.
No. 5 City Hall, 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 m.
Telephone, 8020 Cortlandt.
John Purroy Mitchel, Mayor.

Bureau of Weights and Measures
Room 1, City Hall, 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 m.
Telephone, 4334 Cortlandt.
John L. Walsh, Commissioner.
Bureau of Licenses.
9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2030 Worth.
Principal Office, 57-59 Centre street.
Julian Rosenthal, Chief of Bureau.

ARMORY BOARD.
Room 6, Basement, Hall of Records, Chambers and Centre streets.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3900 Worth.
C. D. Rhinehart, Secretary.

ART COMMISSION.
City Hall, Room 21. Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone call, 1197 Cortlandt.
John A. Mitchell, Secretary.

BOARD OF ALDERMEN.
No. 11 City Hall, 10 a. m. to 4 p. m. Saturdays, 10 a. m. to 12 m.
Telephone, 7560 Cortlandt.
P. J. Scully, Clerk.
President of the Board of Aldermen.
Room 14, City Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 noon.
Telephone, 6725 Cortlandt.
George McAneny, President.

BELLEVUE AND ALLIED HOSPITALS.
Office, Bellevue Hospital, Twenty-sixth street and First avenue.
Telephone, 4400 Madison Square.
Dr. John W. Brannan, President.

BOARD OF AMBULANCE SERVICE.
Headquarters, 300 Mulberry street.
Office hours, 9 a. m. to 5. p. m. Saturdays, 12 m.
Ambulance Calls—Telephone, 3100 Spring.
Administration Offices—Telephone, 7586 Spring.
D. C. Potter, Director.

BOARD OF ASSESSORS.
Office, No. 320 Broadway, 9 a. m. to 5 p. m Saturdays, 12 m.
Telephones, 29, 30 and 31 Worth.
St. George B. Tucker, Secretary.

BOARD OF CITY RECORD.
Office of the Supervisor, Park Row Building, No. 21 Park Row.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Distributing Division, Nos. 96 and 98 Reade street, near West Broadway.
Telephones, 1505 and 1506 Cortlandt.
David Ferguson, Supervisor.

BOARD OF ELECTIONS.
General Office, Municipal Building, 18th floor
Telephone, 1307 Worth.
Moses M. McKee, Secretary.
Borough Offices.
Manhattan.
Municipal Building, 18th floor.
Telephone, 1307 Worth.
The Bronx.
No. 368 East One Hundred and Forty-eighth street.
Telephone, 336 Melrose.
Brooklyn.
Nos. 435-445 Fulton street.
Telephone, 693 Main.
Queens.
No. 64 Jackson avenue, Long Island City.
Telephone, 3375 Hunters Point.
Richmond.
Borough Hall, New Brighton, S. I.
Telephone, 1000 Tompkinsville.
All offices open from 9 a. m. to 4 p. m. Saturdays, from 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.
Office of the Secretary.
No. 277 Broadway, Room 1406. Telephone, 3280 Worth.
Joseph Haag, Secretary.
Office of the Chief Engineer.
No. 277 Broadway, Room 1408. Telephone, 3281 Worth.
Bureau of Franchises.
No. 277 Broadway, Room 801. Telephone, 2282 Worth.
Standard Testing Laboratory.
No. 125 Worth street.
Telephones, 3088 and 3089 Franklin.
Efficiency and Budget Advisory Staff.
No. 51 Chambers street, Room 828.
Telephone, 1684 Worth.
Bureau of Standardization of Supplies.
No. 280 Broadway, Room 131. Telephones, 200 and 1220 Worth.
Office hours, 9 a. m. to 5 p. m. Saturdays, 9 a. m. to 12 m.
The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16). City Hall, every Friday at 10.30 o'clock a. m.

BOARD OF EXAMINERS.
Municipal Building, 20th floor, 9 a. m. to 4 p. m.; Saturdays 9 a. m. to 12 m.
Telephone, 3280 Worth.
Board meeting every Tuesday at 2 p. m.
Edward V. Barton, Clerk.

BOARD OF INEBRIETY.
Office, 300 Mulberry street, Manhattan.
Telephone, 7116 Spring.
Office hours, 9 a. m. to 5 p. m. Saturdays, 9 a. m. to 12 m.
Board meets first Wednesday in each month at 3 o'clock.
Charles Samson, Secretary.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.
Office, No. 148 East Twentieth street.
Telephone, 1047 Gramercy.

BOARD OF REVISION OF ASSESSMENTS.
Finance Department, No. 280 Broadway.
Telephone, 1200 Worth.
John Korb, Chief Clerk.

BOARD OF WATER SUPPLY.
Office, Municipal Building, 22d floor.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3150 Worth.
W. Bruce Cobb, Secretary.

BUREAU OF THE CHAMBERLAIN.
Municipal Building, 8th floor.
Office hours, 9 a. m. to 5 p. m.
Telephone, 4270 Worth.
Henry Bruere, Chamberlain.

CHANGE OF GRADE DAMAGE COMMISSION.
Office of the Commission, Room 223, No. 280 Broadway (Stewart Building), Borough of Manhattan, New York City.
Regular advertised meetings on Monday, Tuesday and Thursday of each week at 2 o'clock p. m.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3254 Worth.
Lamont McLoughlin, Clerk.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.
City Hall, Rooms 11, 12; 10 a. m. to 4 p. m.; Saturdays, 10 a. m. to 12 m.
Telephone, 7560 Cortlandt.
P. J. Scully, City Clerk.

COMMISSIONERS OF ACCOUNTS.
Municipal Building, Borough of Manhattan, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 4315 Worth.
James McGinley, Acting Commissioner.

COMMISSIONER OF LICENSES.
Office, No. 277 Broadway.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2828 Worth.
George H. Bell, Commissioner.

COMMISSIONERS OF SINKING FUND.
Office of Secretary, Room 9, Stewart Building, No. 280 Broadway, Borough of Manhattan.
Telephone, 1200 Worth.
John Korb, Secretary.

DEPARTMENT OF BRIDGES.
Municipal Building, 18th floor.
Office hours, 9 a. m. to 5 p. m. Saturdays, 9 a. m. to 12 m.
Telephone, 380 Worth.
F. J. H. Kracke, Commissioner.

DEPARTMENT OF CORRECTION.
Central Office, No. 148 East Twentieth street.
Office hours, from 9 a. m. to 5 p. m. Saturdays, 9 a. m. to 12 m.
Telephone, 1047 Gramercy.
Katharine B. Davis, Commissioner.

DEPARTMENT OF DOCKS AND FERRIES.
Pier "A" N. R., Battery place.
Telephone, 300 Rector.
Office hours, 9 a. m. to 5 p. m., Saturdays, 9 a. m. to 12 m.
R. A. C. Smith, Commissioner.

DEPARTMENT OF EDUCATION.
Board of Education.
Park avenue and Fifty-ninth street, Borough of Manhattan, 9 a. m. to 5 p. m. (in August 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
Telephone, 5580 Plaza
Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in July, and the second and fourth Wednesdays in every month, except July and August.
A. Emerson Palmer, Secretary.

DEPARTMENT OF FINANCE.
Stewart Building, Chambers street and Broadway, 9 a. m. to 5 p. m. (June, July and August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
Telephone, 1200 Worth.
William A. Prendergast, Comptroller.

DEPARTMENT OF HEALTH.
Centre and Walker streets, Manhattan.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Burial Permit and Contagious Disease Offices always open.
Telephone, 6280 Franklin.
Borough of The Bronx, No. 3731 Third avenue. Borough of Brooklyn, Flatbush avenue, Willoughby and Fleet streets. Borough of Queens, Nos. 372 and 374 Fulton street, Jamaica. Borough of Richmond, No. 514 Bay street, Stapleton, Staten Island.
S. S. Goldwater, Commissioner.

DEPARTMENT OF PARKS.
Offices, Arsenal, Central Park.
Telephone, 7300 Plaza.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Cabot Ward, Commissioner, Manhattan and Richmond.
Borough of Brooklyn.
Offices, Litchfield Mansion, Prospect Park, Brooklyn.
Office hours, 9 a. m. to 5 p. m.; July and August, 9 a. m. to 4 p. m.
Telephone, 2300 South.
Raymond V. Ingersoll, Commissioner.
Borough of The Bronx.
Office, Zbrowski Mansion, Claremont Park.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2640 Tremont.
Thomas W. Whittle, Commissioner.
Borough of Queens.
Office, The Overlook, Forest Park, Richmond Hill, L. I.
Walter G. Eliot, Commissioner.

PERMANENT CENSUS BOARD.
No. 114 East 47th street, fourth floor.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3591 Murray Hill.
George H. Chatfield, Secretary.

DEPARTMENT OF PUBLIC CHARITIES.
Principal Office.
Foot of East 26th street; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 7400 Madison Square.
John A. Kingsbury, Commissioner.
Brooklyn and Queens.
Nos. 327 to 331 Schermerhorn street, Brooklyn.
Telephone, 2977 Main.
Bureau of Dependent Adults, foot of East 26th street. Office hours, 9 a. m. to 5 p. m.
The Children's Bureau, No. 124 East 50th street. Office hours, 9 a. m. to 5 p. m.
Borough of Richmond.
Richmond Borough Hall, St. George, Staten Island.
Telephone, 1000 Tompkinsville.

DEPARTMENT OF STREET CLEANING.
Municipal Building, 12th floor, 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 m
John T. Fetherston, Commissioner.
Telephone, 4240 Worth.

DEPARTMENT OF TAXES AND ASSESSMENTS.
Hall of Records, corner Chambers and Centre streets.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3900 Worth.
C. Rockland Tyng, Secretary.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Municipal Building, 23d, 24th and 25th floors, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephones: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.
Borough of Brooklyn, Municipal Building, Brooklyn. Borough of The Bronx, Tremont and Arthur avenues. Borough of Queens, Municipal Building, Long Island City. Borough of Richmond, Municipal Building, St. George.
William Williams, Commissioner.

EXAMINING BOARD OF PLUMBERS.
Municipal Building, 8th floor.
Telephone, 1268 Worth.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
J. A. Glendinning, Clerk.

FIRE DEPARTMENT.
Headquarters: Office hours, for all, from 9 a. m. to 5 p. m.; Saturdays, 12 m. Central offices and fire stations open at all hours.
Headquarters of Department, Nos. 157 and 159 East 67th street, Manhattan. Telephone, 640 Plaza.
Brooklyn office, Nos. 365 and 367 Jay street, Brooklyn. Telephone, 2653 Main.
Robert Adamson, Commissioner.

LAW DEPARTMENT.
Office of Corporation Counsel.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Main office, Hall of Records, Chambers and Centre streets, 6th and 7th floors.
Telephone, 4600 Worth.
Frank L. Polk, Corporation Counsel.
Brooklyn office, No. 153 Pierrepont street. Telephone, 2948 Main.
Bureau of Street Openings.
Main office, Municipal Building, 15th floor. Telephone, 1380 Worth.
Brooklyn branch office, No. 166 Montague street. Telephone, 5916 Main.
Queens branch office, Municipal Building, Court House square, Long Island City. Telephone, 3886 Hunters Point.
Bureau for the Recovery of Penalties.
Municipal Building, 15th floor. Telephone, 3460-3461 Worth.
Bureau for the Collection of Arrears of Personal Taxes.
Municipal Building, 17th floor. Telephone, 4585 Worth.
Tenement House Bureau and Bureau of Buildings.
Municipal Building, 15th floor. Telephone, 1620 Worth.

METROPOLITAN SEWERAGE COMMISSION.
Office, No. 17 Battery place.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1694 Rector.
James H. Fuertes, Secretary.

MUNICIPAL CIVIL SERVICE COMMISSION.
Municipal Building, 14th floor. 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Labor Bureau.
Municipal Building, 14th floor.
Telephone, 1580 Worth.
Frank A. Spencer, Secretary.

MUNICIPAL EXPLOSIVES COMMISSION.
Nos. 157 and 159 East 67th street, Headquarters Fire Department.
Meetings at call of Fire Commissioner.

POLICE DEPARTMENT.
Central office, No. 240 Centre street, 9 a. m. to 5 p. m. (months of June, July and August, 9 a. m. to 4 p. m.); Saturdays, 9 a. m. to 12 m.
Telephone, 3100 Spring.
Douglas I. McKay, Commissioner.

PUBLIC RECREATION COMMISSION.
Municipal Building, eighth floor.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1471 Worth.
Commission meeting every second Thursday at 4 p. m.
Cyril H. Jones, Secretary.

PUBLIC SERVICE COMMISSION.
The Public Service Commission for the First District, Tribune Building, No. 154 Nassau street, Manhattan.
Office hours, 8 a. m. to 11 p. m., every day in the year, including holidays and Sundays.
Stated public meetings of the Commission Tuesdays and Fridays at 12.15 p. m. in the Public Hearing Room of the Commission, third floor of the Tribune Building..
Telephone, 4150 Beekman.
Travis H. Whitney, Secretary.

TENEMENT HOUSE DEPARTMENT.
Manhattan and Richmond office, Municipal Building, 19th floor.
Telephone, 1526 Worth.
Brooklyn and Queens office, 503 Fulton street, Brooklyn. Telephone, 3825 Main.
Bronx office, 391 East 149th street. Telephone, 7107-7108 Melrose.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
John J. Murphy, Commissioner.

BOROUGH OFFICES.

BOROUGH OF MANHATTAN.
Office of the President, 17th floor, Municipal Building.
Commissioner of Public Works, 21st floor, Municipal Building.
Assistant Commissioner of Public Works, 20th floor, Municipal Building.
Bureau of Highways, 21st floor, Municipal Building.
Bureau of Public Buildings and Offices, 20th floor, Municipal Building.
Bureau of Sewers, 21st floor, Municipal Building.
Bureau of Buildings, 20th floor, Municipal Building.
Telephone, 4227 Worth. Office hours, 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 m.
Marcus M. Marks, President.

BOROUGH OF THE BRONX.
Office of the President, corner Third avenue and One Hundred and Seventy-seventh street; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2680 Tremont.
Douglas Mathewson, President.

BOROUGH OF BROOKLYN.
President's Office, Nos. 15 and 16, Borough Hall; 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3960 Main.
Lewis H. Pounds, President.

BOROUGH OF QUEENS.
President's Office, Borough Hall, Jackson avenue and Fifth street, Long Island City; 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 5400 Hunters Point.
Bureau of Public Buildings and Offices, Office, Town Hall, Flushing, L. I.
Telephone, 1740 Flushing.
Maurice E. Connolly, President.

BOROUGH OF RICHMOND.
President's Office, New Brighton, Staten Island.
Offices, Borough Hall, New Brighton, N. Y., 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1000 Tompkinsville
Charles J. McCormack, President.

CORONERS.
Borough of Manhattan—Office, 70 Lafayette street, corner of Franklin st.
Open at all times of the day and night.
Telephones, 5057, 5058 Franklin.
Borough of The Bronx—Corner of Arthur avenue and Tremont avenue. Telephones, 1250 Tremont and 1402 Tremont.
Office hours, 8 a. m. to 12 midnight every day.
Borough of Brooklyn—Office, 236 Duffield street, near Fulton street. Telephone, 4004 Main and 4005 Main.

Open at all hours of the day and night.
Borough of Queens—Office, Town Hall, Fulton street, Jamaica, L. I.
Office hours from 9 a. m. to 10 p. m., excepting Sundays and holidays; office open then from 9 a. m. to 12 m.
Borough of Richmond—No. 175 Second street, New Brighton. Open at all hours of the day and night.

COUNTY OFFICES.

NEW YORK COUNTY.

COMMISSIONER OF JURORS.

Room 127, Stewart Building, Chambers street and Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. July and August, 9 a. m. to 2 p. m.
Telephone, 241 Worth.
Thomas Allison, Commissioner.

COMMISSIONER OF RECORDS.

Office, Hall of Records.
Telephone, 3900 Worth.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
During the months of July and August, from 9 a. m. to 2 p. m.
John F. Cowan, Commissioner.

COUNTY CLERK.

Nos. 5, 8, 9, 10 and 11 New County Court House.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m., except on Saturdays..
Telephone, 5388 Cortlandt.
William F. Schneider, County Clerk.

DISTRICT ATTORNEY.

Building for Criminal Courts, Franklin and Centre streets.
Office hours from 9 a. m. to 5.15 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2304 Franklin.
Charles S. Whitman, District Attorney.

PUBLIC ADMINISTRATOR.

No. 119 Nassau street, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 6376 Cortlandt.
William M. Hoes, Public Administrator.

REGISTER.

Hall of Records, office hours from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.
Telephone, 3900 Worth.
John J. Hopper, Register.

SHERIFF.

No. 299 Broadway, 9 a. m. to 4. p. m.; Saturdays, 9 a. m. to 12 m. Except during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 4984 Worth.
New York County Jail, 70 Ludlow street.
Max S. Grifenhagen, Sheriff.

SURROGATES.

Hall of Records. Court opens from 9 a. m. to 4 p. m., except Saturday, when it closes at 12 m. During the months of July and August the hours are from 9 a. m. to 2 p. m.
Telephone, 3900 Worth.
William V. Leary, Chief Clerk.
John F. Curry, Commissioner of Records.

KINGS COUNTY.

COMMISSIONER OF JURORS.

Park Building, 381-387 Fulton street, Brooklyn.
Office hours, from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m.
Office hours during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 1454 Main.
Thomas R. Farrell, Commissioner.

COMMISSIONER OF RECORDS.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then 9 a. m. to 2 p. m.; Saturdays 9 a. m. to 12 m.
Telephone, 6988 Main.
Edmund O'Connor, Commissioner.

COUNTY CLERK.

Hall of Records, Brooklyn. Office hours, 9 a. m. to 4 p. m.; during months of July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m to 12 m.
Telephone call, 4930 Main.
Charles S. Devoy, County Clerk.

COUNTY COURT.

County Court House, Brooklyn, Rooms 1, 10, 14, 17, 18, 22 and 23. Court opens at 10 a. m. daily and sits until business is completed. Part I, Room No. 23; Part II, Room No. 10; Part III, Room No. 14; Part IV, Room No. 1, Court House. Clerk's Office, Rooms 17, 18, 19 and 22, open daily from 9 a. m. to 5 p. m.; Saturdays, 12 m.
Telephones, 4154 and 4155 Main.
John T. Rafferty, Chief Clerk.

DISTRICT ATTORNEY.

Office, 66 Court street, Borough of Brooklyn Hours, 9 a. m. to 5.30 p. m.; Saturdays, 9 a. m. to 1 p. m.
Telephones, 2954-5-6-7 Main.
James C. Cropsey, District Attorney.

PUBLIC ADMINISTRATOR.

No. 44 Court street (Temple Bar), Brooklyn 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 2840 Main.
Frank V. Kelly, Public Administrator.

REGISTER.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August, then from 9 a. m. to 2 p. m., provided for by statute; Saturdays, 9 a. m. to 12 m.
Telephone, 2830 Main.
Edward T. O'Loughlin, Register.

SHERIFF.

Temple Bar Building, 186 Remsen street, Room 401, Brooklyn, N. Y.
9 a. m. to 4 p. m.; Saturdays, 12 m.
Telephones, 6845, 6847 Main.
Lewis M. Swasey, Sheriff.

SURROGATE.

Hall of Records, Brooklyn, N. Y.
Court opens at 10 a. m. Office hours, 9 a. m. to 4 p. m., except during months of July and August, when office hours are from 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3945 Main.
John H. McCooey, Chief Clerk.

BRONX COUNTY.

COMMISSIONER OF JURORS.

Seventh floor, Bergen Building, Arthur and Tremont avenues, The Bronx. 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. July and August, 9 a. m. to 2 p. m.
Telephone, 3700 Tremont.
John A. Mason, Commissioner.

COUNTY CLERK.

Bronx Court House, 161st street and 3d avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
James Vincent Ganly, County Clerk.

COUNTY JUDGE.

Bronx Court House, 161st street and 3d avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Louis D. Gibbs, County Judge.

DISTRICT ATTORNEY.

Bronx Court House, 161st street and 3d avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Francis Martin, District Attorney.

PUBLIC ADMINISTRATOR.

2808 3d avenue, Room A, 5th floor.
9 a. m. to 5 p. m., Saturday to 12 m.
Ernest E. L. Hammer, Public Administrator.

REGISTER.

Bergen Building, No. 1932 Arthur avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Edward Polak, Register.

SHERIFF.

Bergen Building, No. 1932 Arthur avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
James F. O'Brien, Sheriff.

SURROGATE.

Bronx Court House, 161st street and 3d avenue.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
George M. S. Schulz, Surrogate.

QUEENS COUNTY.

COMMISSIONER OF JURORS.

Office hours, 9 a. m. to 4 p. m.; July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m; Queens County Court House, Long Island City
Telephone, 9631 Hunters Point.
Thorndyke C. McKennee, Commissioner.

COUNTY CLERK.

No. 364 Fulton street, Jamaica.
Office open 9 a. m. to 4 p. m..; Saturdays, 9 a. m. to 12 m.
Telephone, 151 Jamaica.
Leonard Ruoff, County Clerk.

COUNTY COURT.

County Court House, Long Island City.
Telephone, 596 Hunters Point.
County Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September, and on Friday of each week
Clerk's Office opens 9 a. m. to 5 p. m., except Saturdays, 9 a. m. to 12.30 p. m.
Telephone, 551 Jamaica.
Burt Jay Humphrey, County Judge.

DISTRICT ATTORNEY.

Office, Queens County Court House, Long Island City, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
County Judge's office always open at No. 336 Fulton street, Jamaica, N. Y.
Telephones, 3871 and 3872 Hunters Point.
Matthew J. Smith, District Attorney.

PUBLIC ADMINISTRATOR.

No. 364 Fulton street, Jamaica, Queens County.
Office hours, 9 a. m. to 4 p. m.
Saturdays, 9 a. m. to 12 m.
Telephone, 397 Jamaica.
Randolph White, Public Administrator.

SHERIFF.

County Court House, Long Island City, 9 a. m. to 4 p. m.; during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m.
Telephones, 3766-7 Hunters Point (office).
George Emener, Sheriff.

SURROGATE.

Office, No. 364 Fulton street, Jamaica.
Except on Sundays, holidays and half-holidays, the office is open from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 m. July and August, 9 a. m. to 2 p. m
Telephone, 397 Jamaica.
Daniel Noble, Surrogate.

RICHMOND COUNTY.

COMMISSIONER OF JURORS.

Village Hall, Stapleton.
Office open from 9 a. m. until 4 p. m.; Saturdays from 9 a. m. to 12 m.
Telephone, 81 Tompkinsville.
Charles J. Kullman, Commissioner.

COUNTY CLERK.

County Office Building, Richmond, S. I., 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 28 New Dorp.
C. Livingston Bostwick, County Clerk.

COUNTY JUDGE AND SURROGATE.

Trial Terms, with Grand and Trial Jury, Second Monday of March, First Monday of October.
Trial Terms, with Trial Jury only. First Monday of May, First Monday of December.
Special Terms, without Jury—Wednesday of each week, except the last week of July, the month of August and the first week of September.
Surrogate's Court—
Monday and Tuesday of each week at the Borough Hall, St. George, and on Wednesday at the Surrogate's Court, at Richmond, except during the session of the County Court. There will be no Surrogate's Court during the month of August. Office at Richmond is open daily from 9 a. m. to 4 p. m.; Saturdays, from 9 a. m. to 12 noon.
Surrogate's Court and Office, Richmond, S. I.
Surrogate's Chambers, Borough Hall, St. George, New Brighton, N. Y.
J. Harry Tiernan, County Judge and Surrogate.

DISTRICT ATTORNEY.

Borough Hall, St. George, Staten Island.
Telephone, 50 Tompkinsville.
Office hours, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m.
Albert C. Fach, District Attorney.

PUBLIC ADMINISTRATOR.

Office, Port Richmond.
Telephone, 704 West Brighton.
William T. Holt, Public Administrator.

SHERIFF.

County Court House, Richmond, S. I.
Office hours, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 120 New Dorp.
Joseph F. O'Grady, Sheriff.

THE COURTS.

APPELLATE DIVISION OF THE SUPREME COURT.

First Judicial Department.

Court House, Madison avenue, corner Twenty-fifth street. Court open from 2 p. m. until 6 p. m. Friday, Motion Day, Court opens at 10.30 a. m. Motions called at 10 a. m. Orders called at 10.30 a. m.
Telephone, 3340 Madison Square.
Alfred Wagstaff, Clerk.

SUPREME COURT—FIRST DEPARTMENT.

County Court House, Chambers street. Court open from 10.15 a. m. to 4 p. m.
Telephone, 4580 Cortlandt.

SUPREME COURT—CRIMINAL DIVISION.

Building for Criminal Courts, Centre, Elm, White and Franklin streets.
Court opens at 10.30 a. m.
Clerk's Office open from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 6064 Franklin.
William F. Schneider, Clerk.

APPELLATE DIVISION, SUPREME COURT.

SECOND JUDICIAL DEPARTMENT.

Court House, Borough Hall, Brooklyn. Court meets from 1 p. m. to 5 p. m., excepting that on Fridays Court opens at 10 o'clock a. m.
Clerk's office opens 9 a. m.
Telephone, 1392 Main.
John B. Byrne, Clerk.

APPELLATE TERM—SUPREME COURT.

Court room, 503 Fulton street, Brooklyn. Court meets 10 a. m.
Clerk's office opens 9 a. m.
Telephones, 7452 and 7453 Main.
Joseph H. DeBragga, Clerk.

SUPREME COURT—SECOND DEPARTMENT.

Kings County.

Kings County Court House, Joralemon and Fulton streets, Borough of Brooklyn.
Clerk's office hours, 9 a. m. to 5 p. m. Seven jury trial parts. Special Term for trials. Special Term for motions. Special Term (ex-parte business). Court opens at 10 a. m.
Naturalization Bureau, Room 7, Hall of Records, Brooklyn, N. Y.
Telephone, 5460 Main.
James F. McGee, General Clerk.

Queens County.

County Court House, Long Island City. Court opens at 10 a. m. Trial and Special Term for motions and ex-parte business each month except July, August and September, in Part I.
Trial Term, Part II, January, February, March, April, May and December.
Special Term for trials, January, April, June and November.
Naturalization, first Friday in each Term.
Clerk's office open 9 a. m. to 5 p. m., except Saturdays, 9 a. m. to 12.30 p. m.
Telephone, 3896 Hunters Point.
Thomas B. Seaman, Special Deputy Clerk in charge.

Richmond County.

Trial Terms to be held at County Court House at Richmond.
Special Terms for trials to be held at Court room, Borough Hall, St. George.
Special Terms for motions to be held at Court House, Borough Hall, St. George.
C. Livingston Bostwick, Clerk.

COURT OF GENERAL SESSIONS.

Held in the building for Criminal Courts, Centre, Elm, White and Franklin streets.
Court opens at 10.30 a. m.
Clerk's office open from 9 a. m. to 4 p. m., and on Saturdays until 12 m.
During July and August Clerk's office will close at 2 p. m., and on Saturdays at 12 m.
Edward R. Carroll, Clerk.

CITY COURT OF THE CITY OF NEW YORK.

No. 32 Chambers street, Brownstone Building, City Hall Park, from 10 a. m. to 4 p. m.
Special Term Chambers will be held from 10 a. m. to 4 p. m.
Clerk's office open from 9 a. m. to 4 p. m.
Telephone, 122 Cortlandt.
Thomas F. Smith, Clerk.

COURT OF SPECIAL SESSIONS.

Building for Criminal Courts, Centre street, between Franklin and White streets, Borough of Manhattan. Telephone, 3983 Franklin.
Court opens at 10 a. m.
Part I., Criminal Courts Building, Borough of Manhattan.
Part II., 171 Atlantic avenue, Borough of Brooklyn. Telephone, Main 4280.
Part III., Town Hall, Jamaica, Borough of Queens. Held on Tuesday of each week. Telephone, 2620 Jamaica.
Part IV., Borough Hall, St. George, Borough of Richmond. Held on Wednesday of each week. Telephone, 324 Tompkinsville.
Part V., County Court House, 161st street and 3d avenue, Borough of The Bronx. This Part is held on Thursday of each week. William E. Cullen, Clerk. Telephone, 9088 Melrose.
Frank W. Smith, Chief Clerk.

CHILDREN'S COURT.

New York County—No. 66 Third avenue, Manhattan. Telephone, 1832 Stuyvesant.
Dennis A. Lambert, Clerk.
Bronx County—No. 355 East 137th street. The Bronx. This Court is held on Wednesday and Friday of each week. Telephone, 9092 Melrose.
Michael Murray, Clerk.
Kings County—No. 102 Court street, Brooklyn Telephone, 627 Main.
Joseph W. Duffy, Clerk.
Queens County—No. 19 Flushing avenue, Jamaica. This court is held on Monday and Thursday of each week. Telephone, 2624 Jamaica.
Sydney Ollendorff, Clerk.
Richmond County—Corn Exchange Bank Building, St. George, S. I. Court is held on Tuesday of each week. Telephone, 324 Tompkinsville.
William J. Browne, Clerk.

CITY MAGISTRATES' COURT.

First Division.

Court open from 9 a. m. to 4 p. m.
Telephone, 6213 Spring.
First District—Criminal Court Building.
Second District—Jefferson Market.
Third District—Second avenue and First street.
Fourth District—151 East Fifty-seventh street.
Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.
Sixth District—One Hundred and Sixty-second street and Washington avenue.
Seventh District—No. 314 West Fifty-fourth street.
Eighth District—1014 East One Hundred and Eighty-first street, west of Boston road, The Bronx.
Ninth District (Night Court for Females)—No. 125 Sixth avenue.
Tenth District (Night Court for Males)—No. 151 East Fifty-seventh street.
Eleventh District—Domestic Relations Court—151 East Fifty-seventh street.
Thirteenth District (Domestic Relations)—Court room, No. 1014 East One Hundred and Eighty-first street, west of Boston road.
Philip Bloch, Chief Clerk, 300 Mulberry st.

Second Division.

Borough of Brooklyn.

Office of Chief Magistrate, 44 Court street, Rooms 209-214. Telephone, 7411 Main.
Courts.
First District—No. 318 Adams street.
Second District—Court and Butler streets.
Fifth District—No. 249 Manhattan avenue.
Sixth District—No. 495 Gates avenue.
Seventh District—No. 31 Snider avenue (Flatbush).
Eighth District—West Eighth street (Coney Island).
Ninth District—Fifth avenue and Twenty-third street.
Tenth District—No. 133 New Jersey avenue.
Domestic Relations Court—Myrtle and Vanderbilt avenues.
William F. Delaney, Chief Clerk.

Borough of Queens.

Courts.
Fifth District—St. Mary's Lyceum, Long Island City.
Second District—Town Hall, Flushing, L. I.
Third District—Central avenue, Far Rockaway, L. I.
Fourth District—Town Hall, Jamaica, L. I.

Borough of Richmond.

Courts.
First District—Lafayette avenue, New Brighton, Staten Island.
Second District—Village Hall, Stapleton, Staten Island.
All Courts open daily for business from 9 a. m. to 4 p. m., except on Saturdays, Sundays and legal holidays, when only morning sessions are held.

MUNICIPAL COURTS.

Borough of Manhattan.

First District—Location of Court, Merchants' Association Building, Nos. 54-60, Lafayette street, Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. July and August, from 9 a. m. to 2 p. m.
Additional Part is held at southwest corner of Sixth avenue and Tenth street.
Telephone, 6030 Franklin.
Second District—Location of Court, Nos. 264 and 266 Madison street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 4300 Orchard.
Third District—Location of Court, No. 314 West Fifty-fourth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 5450 Columbus.
Fourth District—Location of Court, Part I and Part II, No. 207 East Thirty-second street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 4358 Murray Hill.
Fifth District—Location of Court, northwest corner of Broadway and Ninety-sixth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 4006 Riverside.
Sixth District—Location of Court, Nos. 155 and 157 East 88th street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Seventh District—Location of Court, No 70 Manhattan street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; July and August, 9 a. m. to 2 p. m.
Eighth District—Location of Court, Sylvan place and One Hundred and Twenty-first street, near Third avenue. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.
Telephone, 3950 Harlem.
Ninth District—Location of Court, southwest corner of Madison avenue and Fifty-ninth street. Parts I and II. Court opens at 9 a. m. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 3873 Plaza.

Borough of The Bronx.

First District—Court Room, Town Hall, No. 1400 Williamsbridge road, Westchester, New York City. Court open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m. Trial of causes, Tuesday and Friday of each week.
Office hours from 9 a. m. to 4 p. m., Saturdays closing at 12 m.
Telephone, 457 Westchester.
Second District—Court room, southeast corner of Washington avenue and One Hundred and Sixty-second street. Office hours from 9 a. m. to 4 p. m. Court opens at 9 a. m. (Sundays and legal holidays excepted).
Telephone, 3043 Melrose.

Borough of Brooklyn.

First District—Court House, northwest corner of State and Court streets. Parts I and II.
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted).
Telephone, 7091 Main.
Second District—Court room, No. 495 Gates avenue.
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted). Saturdays, 9 a. m. to 12 m.
Telephone, 504 Bedford.
Third District—Court House, Nos. 6 and 8 Lee avenue, Brooklyn.
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted).
Court opens at 9 a. m.
Telephone, 955 Williamsburg.
Fourth District—Court room, No. 14 Howard avenue.
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted).
Fifth District—Court House, northwest corner of Fifty-third street and Third avenue (No. 5220 Third avenue).
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted).
Telephone, 3907 Sunset.
Sixth District—Court House, No. 236 Bufield street.
Telephone, 6166 Main.
Seventh District—Court House, corner Pennsylvania avenue and Fulton street (No. 31 Pennsylvania avenue).
Open from 8.45 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 904 and 905 East New York

Borough of Queens.

First District—Court room, St. Mary's Lyceum, Nos. 115 and 117 Fifth street, Long Island City.
Clerk's Office open from 9 a. m. to 4 p. m. each day, excepting Saturdays, closing at 12 m.
Telephone, 1420 Hunters Point.
Second District—Court room in Court House of the late Town of Newtown, corner of Broadway and Court street, Elmhurst, New York. P. O. address, Elmhurst, Queens County, New York.
Open from 9 a. m. to 4 p. m. (Sundays and legal holidays excepted).
Telephone, 87 Newtown.
Third District—1908 and 1910 Myrtle avenue, Glendale.
Clerk's Office open from 9 a. m. to 4 p. m.
Telephone, 2352 Bushwick.

Fourth District—Court House, Town Hall, northeast corner of Fulton street and Flushing avenue, Jamaica.

Open daily (Sundays and legal holidays excepted) from 9 a. m. to 4 p. m.

Telephone, 1654 Jamaica.

Borough of Richmond.

First District—Court room, former Village Hall, Lafayette avenue and Second street, New Brighton.

Clerk's Office open from 8.45 a. m. to 4 p. m. (Sundays and legal holidays excepted).

Telephone, 503 Tompkinsville.

Second District—Court room, former Edgewater Village Hall, Stapleton.

Clerk's Office open from 8.45 a. m. to 4 p. m.

Telephone, 313 Tompkinsville.

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.

PURSUANT TO THE PROVISIONS OF chapter 537 of the Laws of 1893 and the acts amendatory thereof and supplemental thereto, notice is hereby given that meeting of the Commissioners appointed under said acts will be held at the office of the Commission, Room 223, 280 Broadway (Stewart Building), Borough of Manhattan, New York City, on Mondays, Tuesdays and Thursdays of each week, at 2 o'clock p. m., until further notice.

Dated New York City, July 26, 1911.

WILLIAM D. DICKEY, CAMBRIDGE LIVINGSTON, DAVID ROBINSON, Commissioners.

LAMONT MCLOUGHLIN, Clerk.

POLICE DEPARTMENT.

POLICE DEPARTMENT, CITY OF NEW YORK, March 24, 1914.

IMPORTANT.

Notice to Owners, Chauffeurs and Drivers of Automobiles and Other Vehicles, and Saddle Horses, Motorcycles and Bicycle Riders, Under Section 315, Greater New York Charter.

PARK ROW, FROM MAIL ST. TO BROADWAY, AND MAIL ST., FROM PARK ROW TO BROADWAY.

I, Douglas I. McKay, Police Commissioner of The City of New York, by virtue of authority vested in me by law, do hereby make and adopt the following rules and regulations for the conduct of vehicular traffic in the use of the public streets, squares and avenues of The City of New York:

Hereafter, from 8.30 a. m. to 6.30 p. m., on week days, and at whatever hour of the day and night the Police Commissioner may hereafter deem necessary, in order to prevent congestion of vehicular traffic and to insure the safety of persons traveling on foot across the territory known as Park row, from Mail st. to Broadway, and Mail st., from Park row to Broadway, the following rules will be enforced by the Police Department in regulating traffic under the Rules of the Road:

All vehicles going in a southerly direction on Park row, if going beyond Mail st., will, upon reaching Mail st., proceed in a westerly direction on the northerly side of Mail st. and thence to their destination, in compliance with the Rules of the Road.

No vehicle will be permitted to proceed in an easterly direction on Mail st., between Broadway and Park row.

No vehicle will be permitted to proceed in a southerly direction on Park row, between Mail st. and Broadway.

Vehicles having business on Mail st., between Park row and Broadway must enter this roadway by way of Park row.

These rules will not apply to vehicles carrying United States Mail, Police and Fire Apparatus, Ambulances, Bureau of Buildings, Insurance Patrol when engaged in emergency work, Military and Emergency Repair Wagons of Public Service Corporations. m27

Owners Wanted for Unclaimed Property.

POLICE DEPARTMENT, CITY OF NEW YORK.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of The City of New York, No. 240 Centre st., for the following property now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

DOUGLAS I. McKAY, Police Commissioner.

POLICE DEPARTMENT OF CITY OF NEW YORK, BOROUGH OF BROOKLYN.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of The City of New York—Office, No. 72 Poplar st., Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

DOUGLAS I. McKAY, Police Commissioner.

MUNICIPAL CIVIL SERVICE COMMISSION.

Notices of Examinations.

MUNICIPAL CIVIL SERVICE COMMISSION, NEW YORK, MUNICIPAL BUILDING, March 18, 1914.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received from

WEDNESDAY, MARCH 18, 1914, TO 4 P. M. WEDNESDAY, APRIL 1, 1914,

for the position of

AUTOMOBILE ENGINEMAN (Male).

No applications delivered at the office of the Commission, by mail or otherwise, after 4 p. m., Wednesday, April 1, 1914, will be accepted. Application blanks will be mailed upon request provided a self-addressed stamped envelope, or proper postage, is enclosed with the request, but the Commission will not guarantee the delivery of the same. APPLICATIONS, FORWARDED BY MAIL, UPON WHICH POSTAGE IS NOT FULLY PREPAID, WILL NOT BE ACCEPTED.

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Experience, 7; Technical, 3. 75% will be required on the technical and 70% on experience.

Applications for this examination must be filed on a special blank, Form B. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications. The experience will then be rated. A physical examination will precede the mental. Those failing to pass the experience test will not be summoned for the physical examination. Those failing to pass the physical examination will not be summoned for the mental test.

Candidates must show a continued experience of at least two years' continued service with auto trucks or cars. They will be tested on their knowledge of the mechanism of the gasoline engine, transmission and the care of auto trucks and cars.

Candidates will be divided into two classes—Auto Truck Driver and Auto Chauffeur. The physical test for Auto Truck Driver will be more severe than that for Chauffeur.

The time and place of holding the mental and physical examinations will be announced later.

The minimum age is 21 years. There are vacancies in the Board of Education and in the Fire Department.

The usual salaries are $1,050 and $1,200 per annum. F. A. SPENCER, Secretary.

m18,a1

DEPARTMENT OF STREET CLEANING.

Proposals.

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, 12TH FLOOR SOUTH, NEW MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock noon on

TUESDAY, MARCH 31, 1914.

Boroughs of Manhattan, The Bronx and Brooklyn.

FOR FURNISHING AND DELIVERING LUMBER.

The time allowed for the delivery of materials and supplies and the performance of the contract is on or before December 31, 1914.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

Bids must be submitted in duplicate in separate envelopes.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per M feet, B. M., by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for each class and awards made to the lowest bidder on each class.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, in the Municipal Building, in The City of New York, Borough of Manhattan.

J. T. FETHERSTON, Commissioner.

Dated 18th March, 1914. m20,31

☞See General Instructions to Bidders on last page, last column, of the "City Record."

NORMAL COLLEGE OF THE CITY OF NEW YORK.

Proposals.

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Chairman of the Executive Committee of the Normal College of The City of New York at the above office until 9.30 o'clock on

FRIDAY, MARCH 27, 1914.

Normal College.

FOR FURNISHING AND DELIVERING 300 GROSS TONS OF ANTHRACITE COAL, MORE OR LESS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before April 1, 1915.

The amount of security required shall be not less than 30 per cent. of the estimated cost of the coal.

Certified check or cash to the amount of 5% of the security required must be submitted with bid.

Bids must be submitted in duplicate.

Bids will be compared and the contract awarded as a whole.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and other information may be obtained at the office of the Secretary of the Board of Trustees of the Normal College, southwest corner of Park ave. and 59th st., Borough of Manhattan.

ALRICK H. MAN, Chairman, Executive Committee, Normal College. m16,27

DEPARTMENT OF PARKS.

Proposals.

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

Borough of Manhattan.

FOR FURNISHING AND DELIVERING LUMBER.

The time allowed for the completion of the contract is as required before December 31, 1914.

The amount of the bond for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

No bid will be considered unless it is accompanied by a deposit, which shall be in the form of money or a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or corporate stock or certificates of indebtedness of any nature issued by The City of New York and approved by the Comptroller as of equal value to the security required.

Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price of each item or article contained in the specifications or schedules, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total for all items. The bids will be compared and the contract awarded at a lump or aggregate sum for all items.

Blank forms and other information may be obtained at the office of the Department of Parks, Boroughs of Manhattan and Richmond, Arsenal, Central Park, 64th st. and 5th ave., on personal application; or by mail, only when request is accompanied by ten (10) cents in stamps to pay postage.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

m23,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks, until 3 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

Borough of Brooklyn.

1. FOR ALL LABOR AND MATERIALS REQUIRED TO MANUFACTURE, FURNISH AND ERECT PIPE RAIL AND WIRE MESH FENCES IN PLOT NO. 2, McCARREN PARK, BOROUGH OF BROOKLYN.

The amount of security required is Fourteen Hundred Dollars ($1,400).

The time allowed to complete the work will be fifty (50) consecutive working days.

Certified check or cash in the sum of Seventy Dollars ($70) must accompany bid.

2. FOR FURNISHING ALL LABOR AND MATERIALS REQUIRED TO CONSTRUCT GRANITE ASHLAR AND CONCRETE SEA WALL, FURNISH AND PLACE RIP RAP AND FURNISH AND PLACE EARTH FILL ALONG THE SHORE ROAD, BETWEEN LATTING PLACE AND BAY RIDGE AVE., AND BETWEEN 92D ST. AND FORT HAMILTON AVE., BOROUGH OF BROOKLYN, TOGETHER WITH WORK INCIDENTAL THERETO.

The amount of security required is One Hundred Thousand Dollars ($100,000).

The time allowed to complete the work will be two hundred and seventy-five (275) consecutive working days.

Certified check or cash in the sum of Five Thousand Dollars ($5,000) must accompany bid.

Blank forms and other information may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

The bids will be compared and the contracts awarded at a lump or aggregate sum.

CABOT WARD, President; RAYMOND V. INGERSOLL, THOMAS W. WHITTLE, WALTER G. ELIOT, Commissioners of Parks.

m21,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING COARSE SAND—GRITS NO. 1—1914, FOR PARKS, BOROUGH OF THE BRONX.

The time allowed for the completion of the contract is one hundred fifty (150) calendar days.

The amount of security required is thirty (30) per cent. of the total amount for which the contract is awarded.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

m21,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

Borough of The Bronx.

FOR FURNISHING AND DELIVERING BROKEN STONE AND SCREENINGS, NO. 1, 1914, FOR PARKS, BOROUGH OF THE BRONX.

The time allowed for the completion of the contract is one hundred and fifty (150) calendar days.

The amount of security required is thirty (30) per cent. of the total amount for which the contract is awarded.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

CABOT WARD, President; THOMAS W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

m21,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, 5TH AVE. AND 64TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

Borough of Brooklyn.

1. FURNISHING AND DELIVERING ONE POWER SPRAYER TO PROSPECT PARK.

Time allowed for the completion of contract thirty (30) days.

2. FURNISHING AND DELIVERING GRASS SEED TO PROSPECT PARK.

Time allowed for completion of contract thirty (30) days.

3. FURNISHING AND DELIVERING GRASS SODS TO PARKS.

Time allowed for the completion of contract one hundred and twenty (120) days.

The amount of security required is thirty (30) per cent. of the amount for which the contract will be awarded.

A deposit of one and one-half (1½) per cent. of the total amount of the bid must accompany estimate.

Bids will be compared and the contract awarded at a lump or aggregate sum.

Bids must be submitted in duplicate.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th st., Prospect Park, Brooklyn.

CABOT WARD, President; THOS. W. WHITTLE, RAYMOND V. INGERSOLL, WALTER G. ELIOT, Commissioners of Parks.

m21,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

FIRE DEPARTMENT.

Proposals.

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, Nos. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

MONDAY, APRIL 6, 1914.

Borough of Brooklyn.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ALTERATIONS AND REPAIRS TO QUARTERS OF ENGINE COMPANIES 206, 227 AND 234.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Twelve Hundred Dollars ($1,200).

Bids will be compared and the contract awarded at a lump or aggregate sum.

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ALTERATIONS AND REPAIRS TO THE PLUMBING SYSTEMS IN QUARTERS OF ENGINE COMPANIES 206, 227 AND 234.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Four Hundred Dollars ($400).

Bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.

m25,a6

☞See General Instructions to Bidders on last page, last column, of the "City Record."

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, Nos. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

TUESDAY, MARCH 31, 1914.

Borough of Brooklyn.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR ADDITIONS AND ALTERATIONS TO AND INSTALLING REINFORCED FLOOR IN THE CELLAR OF NEW BUILDING ON THE SOUTH SIDE OF METROPOLITAN AVE., ABOUT 150 FEET EAST OF VARICK AVE., BROOKLYN.

The time for the completion of the work and the full performance of the contract is thirty (30) days.

The amount of security required is fifty per cent. (50%) of the amount of the bid.

Bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.

m19,31

☞See General Instructions to Bidders on last page, last column, of the "City Record."

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, Nos. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

TUESDAY, MARCH 31, 1914.

Borough of Brooklyn.

NO. 1. FOR FURNISHING AND DELIVERING SEVEN MOTOR-DRIVEN HOSE WAGONS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is one hundred and twenty (120) days.

The amount of security required is thirty per cent. (30%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per wagon, or other unit of measure, by which the bids will be tested. The extension must be made and footed up, as the bids will be read from the total. *The bids will be compared and the contract awarded at a lump or aggregate sum.*

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.

m19,31

☞See General Instructions to Bidders on last page, last column, of the "City Record."

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, Nos. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

TUESDAY, MARCH 31, 1914.

Borough of Manhattan.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR INSTALLING GASOLINE STORAGE SYSTEMS IN THE QUARTERS OF ENGINE COMPANIES 9, 14, 18, 24, 25, 29, AND HOOK AND LADDER COMPANY 10.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is One Thousand Dollars ($1,000).

Bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.

m19,31

☞See General Instructions to Bidders on last page, last column, of the "City Record."

HEADQUARTERS OF THE FIRE DEPARTMENT OF THE CITY OF NEW YORK, Nos. 157 AND 159 E. 67TH ST., BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at the above office until 10.30 o'clock a. m., on

MONDAY, MARCH 30, 1914.

NO. 1. FOR FURNISHING AND DELIVERING REPAIR SHOPS SUPPLIES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before June 30, 1914.

The amount of security required is thirty per cent. (30%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extension must be made and footed up, as the bids will be read from the total for each class and awards made to the lowest bidder on each class; *or the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.*

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Fire Department, Nos. 157 and 159 E. 67th st., Manhattan.

ROBERT ADAMSON, Fire Commissioner.

m18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF HEALTH.

Resolution Adopted.

AT A MEETING OF THE BOARD OF Health of the Department of Health held March 17, 1914, the following resolution was adopted:

Resolved, That on and after March 17, 1914, all caskets, coffins or other receptacles containing the remains of persons deceased from smallpox, diphtheria (croup), scarlet fever, yellow fever, typhus fever, plague, Asiatic cholera, measles, or other infectious disease, shall be sealed immediately by the undertaker or other person charged with enclosing the remains with the official seal provided for that purpose by the Department of Health, and upon said seal shall be stated the day and hour of sealing, and the name and number of license of the undertaker.

A true copy.
m21,28 EUGENE W. SCHEFFER, Secretary.

Amendments to Sanitary Code.

AT A MEETING OF THE BOARD OF Health of the Department of Health, held March 17, 1914, the following resolution was adopted:

Resolved, That section 137 of the Sanitary Code be and the same is hereby amended so as to read as follows, to take effect on and after April 1, 1914:

Section 137. It shall be the duty of every person having knowledge of the existence of any person afflicted with any one of the following infectious diseases: typhoid fever, measles, diphtheria (croup), scarlet fever, small-pox, chicken-pox, epidemic cholera, typhus fever, rubella (rotheln), plague, tuberculosis and whooping cough, who he has reason to think requires the attention of the Department of Health, to at once report to the Department all facts in regard to the disease; and no person shall interfere with or obstruct the entrance, inspection or examination of any building or house, or the occupants thereof, by the inspectors and officers of this Department, when any case of one of the infectious diseases above specified has been reported as existing in such house or dwelling; nor shall any person interfere with or obstruct, mutilate or tear down any notices of this Department posted in or on any premises in The City of New York.

A true copy.
m21;28 EUGENE W. SCHEFFER, Secretary.

DEPARTMENT OF EDUCATION.

Proposals.

DEPARTMENT OF EDUCATION, PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

TUESDAY, APRIL 7, 1914.

FOR FURNISHING AND DELIVERING MILK FOR USE IN THE NEW YORK PARENTAL SCHOOL OF THE CITY OF NEW YORK, BOROUGH OF QUEENS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1914.

The amount of security required is thirty (30) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications and schedules herein contained or hereto annexed per quart, by which the bids will be tested.

Award will be made to the lowest bidder.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Department of Education, Borough of Manhattan, southwest corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated March 26, 1914. m26,a7

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings, at the above office of the Department of Education, until 3 o'clock p. m., on

MONDAY, APRIL 6, 1914.
Borough of Brooklyn.

NO. 1. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 179, ON THE SOUTHERLY SIDE OF AVENUE C, BETWEEN E. 2D AND E. 3D STS., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work of each item will be one hundred and twenty (120) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $20,000; Item 2, $1,600.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

NO. 2. FOR FURNISHING AND DELIVERING GLASS TO VARIOUS SCHOOLS IN THE BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be sixty (60) working days, as provided in the contract.

The amount of security required is Two Thousand Dollars ($2,000).

The bid to be submitted must include the entire work on all schools, and award will be made thereon.

The deposit accompanying bid shall be five per centum of the amount of security.

On No. 1 the bidders must state the price of each item by which the bids will be tested.

On No. 2 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings. m25,a6

Dated March 25, 1914.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

MONDAY, APRIL 6, 1914.
Borough of Brooklyn.

NO. 3. FOR FURNISHING AND DELIVERING MATERIALS FOR USE IN BUILDING BUREAU BY REPAIR DIVISION, IN THE PUBLC SCHOOLS OF THE BOROUGH OF BROOKLYN.

The time for delivery of the materials and the performance of the contract is by or before the 31st day of December, 1914.

Each bid or estimate must be accompanied by a certified check or cash to the amount of 2½ per centum of the amount of the total aggregate cost of all items bid upon.

In case the aggregate cost of all items awarded to any one contractor is less than One Thousand Dollars no bond or contract will be necessary for such contractor.

Only one bid will be received from a bidder for each item.

The attention of all intending bidders is expressly called to pages 1, 2 and 3 of the printed specifications.

Award of contract will be made as soon as practicable after the opening of bids.

Bidders must be prepared to submit duplicate samples upon demand.

Award will be made to the lowest bidder on each item or classes of items, where indicated, whose sample is equal to the sample of the Board of Education, or referred to by catalog number.

The bidders must state the price of each item contained in the specifications, by which the bids will be tested.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, specifications and further information may be obtained at the office of the Superintendent of School Buildings, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated March 25, 1914. m25,a6

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings, at the above office of the Department of Education, until 3 o'clock p. m., on

MONDAY, APRIL 6, 1914.
Borough of Queens.

NO. 4. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 14, ON THE NORTHWESTERLY CORNER OF FAIRVIEW AND HILLSIDE AVES., CORONA HEIGHTS, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be one hundred (100) working days, as provided in the contract.

The amount of security required is Three Thousand Dollars ($3,000).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 5. FOR ITEM 1, GENERAL CONSTRUCTION, ALSO ITEM 2, PLUMBING AND DRAINAGE OF NEW PUBLIC SCHOOL 91, ON THE SOUTH SIDE OF CENTRAL AVE., BETWEEN FOLSOM AND FOSDICK AVES., GLENDALE, BOROUGH OF QUEENS.

The time allowed to complete the whole work on each item will be two hundred and seventy-five working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $100,000; Item 2, $8,000.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

NO. 6. FOR INSTALLING ELECTRIC EQUIPMENT IN RICHMOND HILL HIGH SCHOOL, ON STOOTHOFF AND RIDGEWOOD AVES., RICHMOND HILL, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be forty (40) working days, as provided in the contract.

The amount of security required is Fourteen Hundred Dollars ($1,400).

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 7. FOR FURNISHING AND SECURING IN POSITION FIRE EXTINGUISHERS IN VARIOUS SCHOOLS IN THE BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be thirty (30) working days, as provided in the contract.

The amount of security required is Seven Hundred Dollars ($700).

The deposit accompanying bid shall be five per centum of the amount of security.

The bid to be submitted must include the entire work on all schools, and award will be made thereon.

On Nos. 4, 6 and 7 the bids will be compared, and the contract will be awarded in a lump sum to the lowest bidder on each contract.

On No. 5 the bidders must state the price of each item, by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 69 Broadway, Flushing, Borough of Queens, for work for their respective Boroughs.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated March 25, 1914. m25,a6

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

WEDNESDAY, APRIL 1, 1914.

FOR FURNISHING AND DELIVERING DIRECT TO EACH SCHOOL, ELECTRICAL, METAL WORKING, PLUMBING, SCIENCE, WOODWORKING AND MISCELLANEOUS SUPPLIES FOR THE DAY, HIGH, EVENING TECHNICAL AND TRADE AND VOCATIONAL SCHOOLS OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1914.

The amount of security required is thirty per cent. (30%) of the amount of the contract.

Bidder must enter his price under the separate headings, and in estimating the amount of his bid upon which security will be required, said security must be based on the highest price quoted on each item.

The bidder will state the price of each item or classes of items contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested. Award will be made to the lowest bidder on each item or classes of items whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

Delivery will be required to be made to the places designated at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate estimate.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, the Borough of Manhattan, southwest corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated March 20, 1914. m20,a1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until three o'clock p. m., on

MONDAY, MARCH 30, 1914.
Various Boroughs.

NO. 5. FOR INSTALLING DRINKING FOUNTAINS ON THE PRESENT DRINKING SINKS AND CONNECTING SAME TO THE PRESENT FAUCETS IN ACCORDANCE WITH THE SPECIFICATIONS FOR VARIOUS SCHOOLS IN THE BOROUGHS OF MANHATTAN, THE BRONX, BROOKLYN, QUEENS AND RICHMOND.

The estimated quantity required for each Borough will be as follows:

Item 1, Manhattan, 2,000; Item 2, The Bronx, 500; Item 3, Brooklyn, 2.000; Item 4, Queens, 300; Item 5, Richmond, 200.

Completion: The time allowed to complete the work on any one order will be thirty (30) days from the date of order.

Security: The amount of security required is as follows:

Item 1, Manhattan, $1,000; Item 2, The Bronx, $500; Item 3, Brooklyn, $1,000; Item 4, Queens, $300; Item 5, Richmond, $200.

The deposit accompanying bid shall be Fifty Dollars ($50) on each item.

A separate price must be submitted for each fountain to be installed on each item, and award will be made thereon.

Only one bid will be received from a bidder for each item.

Attention of all intending bidders is expressly called to the typewritten specifications.

Award of contract will be made to the lowest bidder on each item as soon as practicable after the opening of bids.

All materials must conform to the descriptions and specifications and must be equal to the sample furnished for inspection.

The quantities scheduled in the specifications are estimated quantities only, and do not in any way limit the quantities actually to be ordered.

The Committee on Buildings reserves the right to order less or more than the listed quantity of each or any item scheduled and to issue one or several orders for each item, or to omit ordering any item as said Committee may deem to be for the best interests of the Board of Education. Such order or orders may be given at any time prior to December 31, 1914.

Delivery will be required to be made at the time and manner and in such quantities as may be directed.

Blank forms, typewritten specifications and further information may be obtained at the office of the Superintendent of School Buildings, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated March 18, 1914. m18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until three o'clock p. m., on

MONDAY, MARCH 30, 1914.
Borough of Brooklyn.

NO. 1. FOR ITEM 1, GENERAL CONSTRUCTION, ALSO ITEM 2, PLUMBING AND DRAINAGE OF ADDITIONS TO AND ALTERATIONS IN PUBLIC SCHOOL 36, ON STAGG AND TEN EYCK STS., BETWEEN BUSHWICK AVE. AND WATERBURY ST., BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be one hundred and seventy-five (175) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $40,000; Item 2, $8,000.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item and award will be made thereon.

On No. 1 the bidders must state the price of each item, by which the bids will be tested.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan; also at Branch Office, No. 131 Livingston st., Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated March 18, 1914. m18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the above office of the Department of Education until 3 o'clock p. m., on

MONDAY, MARCH 30, 1914.
Borough of The Bronx.

NO. 2. FOR ITEM 1, FURNISHING AND ERECTING TWO (2) PORTABLE SCHOOL HOUSES ON THE PREMISES OF PUBLIC SCHOOL 5, 189TH ST. AND WEBSTER AVE.; ITEM 2, TWO (2) PORTABLE SCHOOL HOUSES ON THE PREMISES OF PUBLIC SCHOOL 6, TREMONT, BRYANT AND VYSE AVES., AND ITEM 3, ONE (1) PORTABLE SCHOOL HOUSE ON THE PREMISES OF PUBLIC SCHOOL 26, AQUEDUCT AND BURNSIDE AVES., MORRIS HEIGHTS, BOROUGH OF THE BRONX.

The time allowed to complete the whole work of each item will be sixty (60) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $1,200; Item 2, $1,200; Item 3, $600.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

NO. 3. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2 INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 51, ON TRINITY AND JACKSON AVES. AND E. 158TH ST., BOROUGH OF THE BRONX.

The time allowed to complete the whole work on each item will be one hundred and twenty (120) working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $24,000; Item 2, $1,600.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

Borough of Queens.

NO. 4. FOR FURNISHING AND DELIVERING GLASS TO VARIOUS SCHOOLS IN THE BOROUGH OF QUEENS.

The time allowed to complete the whole work will be thirty (30) working days, as provided in the contract.

The amount of security required is Six Hundred Dollars ($600).

The bid to be submitted must include the entire work on all schools, and award will be made thereon.

The deposit accompanying bid shall be five per centum of the amount of security.

On Nos. 2 and 3 the bidders must state the price of each item, by which the bids will be tested.

On No. 4 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th floor, Hall of the Board of Education, Park ave. and 59th st., Borough of Manhattan, and also at Branch Office, No. 69 Broadway, Flushing, Borough of Queens.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated March 18, 1914. m18,30

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION, CORNER OF PARK AVE. AND 59TH ST., BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the above office of the Department of Education until 11 a. m., on

FRIDAY, MARCH 27, 1914.

FOR FURNISHING AND DELIVERING THREE (3) BILLING MACHINES TO THE DEPARTMENT OF EDUCATION, THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is by or before December 31, 1914.

The amount of security required is thirty (30) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested. Award will be made to the lowest bidder whose sample is equal to Board sample, submitted for inspection or referred to by catalogue number.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, Board of Education, southwest corner of Park ave. and 59th st.

PATRICK JONES, Superintendent of School Supplies.

Dated March 13, 1914. m16,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF FINANCE.

Corporation Sales of Buildings.

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of Queens, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of Queens.

Being the buildings, parts of buildings, etc., standing within the lines of Madison st., from Wyckoff ave. to Myrtle ave., in the Borough of Queens, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held April 16, 1913, the sale by sealed bids, at the upset or minimum prices named in the description of each parcel, of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

WEDNESDAY, APRIL 8, 1914.

at 11 a. m., in lots and parcels and in manner and form and at upset prices, as follows:

PARCEL NO. 18. One-story frame building (12′ x 58′), one-story frame open shed (20′ x 50′) and one-story frame carriage house (25′ x 38′), on Madison st., about 150 feet east of Wyckoff ave. Upset price, $20.

PARCEL NO. 19. Part of two-story frame store and dwelling on northwest corner of Myrtle ave. and Madison st. Cut 39 feet on front and rear. Also one-story frame stable and shed in rear of building. Upset price, $50.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m., on the 8th day of April, 1914, and then publicly opened, for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 8, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 18, 1914. m23,a8

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT OF the Borough of Manhattan, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings, etc., standing upon property owned by The City of New York, acquired by it for street purposes in the

Borough of Manhattan,

Being the buildings, parts of buildings, etc., acquired for the extension of Seventh avenue, from Greenwich avenue to Carmine street, for the widening of Varick street from Carmine street to Franklin street, and for the extension of Varick street from Franklin street to West Broadway, in the Borough of Manhattan, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room K, 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held September 24, 1913, the sale by sealed bids of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

FRIDAY, MARCH 27, 1914.

at 11 a. m., in lots and parcels and in manner and form as follows:

PARCEL NO. 3. The buildings, parts of buidings, etc., within the lines of 7th ave., from Charles st. to Christopher st. and W. 4th st., as follows: Part of six-story brick building, 36 Charles st. Cut 38.45 feet on east side by 75.80 feet on west side. Three-story brick building, 38 Charles st. Three-story brick building, 40 Charles st. Three-story brick building, 42 Charles st. Rear part of three-story brick building, 44 Charles st. Cut 7.01 feet front by 20.04 feet from rear corner on west side. Rear part of three-story brick building, 46 Charles st. Cut 20.04 feet from rear corner on east side by 7.66 feet from rear corner of extension on west side. Rear part of three-story brick building, 167 W. 10th st. Cut 24 feet on rear by 33.5 feet on west side. Rear corner of three-story brick building, 48 Charles st. Cut 9.86 feet on east side by 7.01 feet on rear. Rear corner of five-story brick building, 163 W. 10th st. Cut 3.28 feet on rear by 2.22 feet on west side. Rear part of three-story brick building, 165 W. 10th st. Cut 1.5 feet on east side by 22.32 feet from rear corner of extension on west side. Cut rear corner of main building 0.26 feet on rear by 0.39 feet on west side. Rear part of three-story brick building, 169 W. 10th st. Cut 33.5 feet on east side by 15.98 feet on front. Three-story brick building, 171 W. 10th st. Three-story brick building, 173 W. 10th st. Three-story brick building, 175 W. 10th st., and part of rear extension. Three-story brick building, 177 W. 10th st. Part of three-story brick building, 179 W. 10th st. Cut 31 03 feet on east side by 2.18 feet on west side. Part of three-story brick building, 181 W. 10th st. Cut 2.18 feet on east side by 1.55 feet on front. Part of five-story brick building, 170-172 W. 10th st. Cut 24.40 feet on front by 34.53 feet on west side. Three-story brick building, 174 W. 10th st., and part of shed in rear. Three-story brick building, 176 W. 10th st., and part of one and one-half story stable in rear. Cut stable 8.78 feet on north side by 8.86 feet on west side. Also part of one-story stable in rear. Cut 18.15 feet on north side by 5.32 feet on south side. Three-story brick building, 178 W. 10th st. Three-story brick building, 180 W. 10th st. Three-story brick building, 182 W. 10th st. Rear part of four-story brick building, 229 W. 4th st. Cut 17.15 feet on rear by 12.13 feet on south side. Rear part of four-story brick building, 227 W. 4th st. Cut 12.13 feet from rear corner on north side by 25.14 feet from rear corner on south side. Rear part of four-story brick building, 225 W. 4th st. Cut 25.14 feet from rear corner on north side by 38.15 feet from rear corner on south side. Four-story brick building, 223 W. 4th st. Four-story brick building, 221 W. 4th st. Three-story brick building, 219 W. 4th st. Three-story brick building, 217 W. 4th st. Part of four-story brick building, 215 W. 4th st. Cut 63.11 feet on north side by 45.37 feet on Christopher st. side. Rear part of four-story brick building, 59 Christopher st. Cut 2.6 feet on rear by 3.66 feet on west side.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room K, No. 280 Broadway, Borough of Manhattan, until 11 a. m. on the 27th day of March, 1914, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale, as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened March 27, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room K, No. 280 Broadway, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 18, 1914. m21,27

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx,

Being the buildings, parts of buildings, etc., standing within the lines of Wallace ave., from Baker ave. to Bear Swamp road, and Van Nest ave., from West Farms road to Bear Swamp road, in the Borough of The Bronx, which are more particularly described on certain maps on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to resolutions of the Commissioners of the Sinking Fund, adopted at meetings held June 11, 1913, and March 4, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, APRIL 6, 1914.

at 11 a. m., in lots and parcels and in manner and form, and at upset prices as follows:

PARCEL NO. 2. Fence and part of steps, No. 1657 Wallace ave. Upset price, $2.

PARCEL NO. 3. Fence and part of steps, No. 1659 Wallace ave. Upset price, $2.

PARCEL NO. 4. Fence and part of steps, No. 1661 Wallace ave. Upset price, $2.

PARCEL NO. 5. Fence and part of steps, No. 1663 Wallace ave. Upset price, $2.

PARCEL NO. 6. Iron fence and part of steps, No. 1665 Wallace ave. Upset price, $3.

PARCEL NO. 7. Fence and part of steps, No. 1667 Wallace ave. Upset price, $2.

PARCEL NO. 8/244. Part of two-story frame house on the southwest corner of Van Nest ave. and Wallace ave. Cut 4.9 feet on rear by 4.8 feet on front on Wallace ave side. Cut 5.7 feet on east side by 4.9 feet on west side of Van Nest ave. front. Upset price, $90.

PARCEL NO. 10. Fence and part of steps, No. 1711 Wallace ave. Upset price, $2.

PARCEL NO. 11. Fence, No. 1713 Wallace ave. Upset price, $2.

PARCEL NO. 12/13. Board fence and part of shed 1715-1721 Wallace ave. Upset price, $3.

PARCEL NO. 14. Wall and part of steps, No. 1727 Wallace ave. Upset price, $2.

PARCEL NO. 15. Fence and part of steps, No. 1729 Wallace ave. Upset price, $2.

PARCEL NO. 16. Fence and part of steps, No. 1731 Wallace ave. Upset price, $2.

PARCEL NO. 17. Iron fence and part of steps, No. 1733 Wallace ave. Upset price, $3.

PARCEL NO. 18. Iron fence and part of steps, No. 1735 Wallace ave. Upset price, $3.

PARCEL NO. 19. Part of three-story frame building, No. 1743 Wallace ave. Cut 5 feet on north and south ends. Upset price, $75.

PARCEL NO. 22. Fence and part of steps, No. 1654 Wallace ave. Upset price, $2.

PARCEL NO. 23. Fence and part of steps, No. 1656 Wallace ave. Upset price, $2.

PARCEL NO. 24. Fence and part of steps, No. 1658 Wallace ave. Upset price, $2.

PARCEL NO. 25. Fence and part of steps, No. 1660 Wallace ave. Upset price, $2.

PARCEL NO. 26. Fence, No. 1662 Wallace ave. Upset price, $2.

PARCEL NO. 27. Part of two-story frame house, No. 1664 Wallace ave. Cut 4.9 feet on south side by 4.8 feet on north side. Part of three-story frame house, 774 Van Nest ave. Cut 4.9 feet on south end by 5 feet on north end of Wallace ave. side. Cut 5 feet on east and west sides of Van Nest ave. front. Upset price, $140.

PARCEL NO. 31/32. Fence and part of porch and steps, 1724 Wallace ave. Upset price, $3.

PARCEL NO. 33. Fence, 1726 Wallace ave. Upset price, $2.

PARCEL NO. 34. Fence, 1728 Wallace ave. Upset price, $2.

PARCEL NO. 36. Fence and part of steps, 1732 Wallace ave. Upset price, $3.

PARCEL NO. 37. Fence and part of porch and steps, 1734 Wallace ave. Upset price, $3.

PARCEL NO. 38. Fence and part of porch and steps, 1736 Wallace ave. Upset price, $2.

PARCEL NO. 39. Fence and part of steps, 1738 Wallace ave. Upset price, $2.

PARCEL NO. 41. Fence and part of porch and steps, 1704 Wallace ave. Upset price, $2.

PARCEL NO. 42. Part of three-story frame house on the southeast corner of Morris Park ave. and Wallace ave. Cut 5 feet on front by 4.8 feet on rear. Also part of one-story shop. Cut 5.2 feet on east side. Upset price, $50.

PARCEL NO. 44. Fence, 1813 Wallace ave. Upset price, $2.

PARCEL NO. 45/46. Fence, 1815 Wallace ave. Upset price, $2.

PARCEL NO. 47. Fence, 1819 Wallace ave. Upset price, $2.

PARCEL NO. 48. Fence, 1821 Wallace ave. Upset price, $2.

PARCEL NO. 49. Fence, 1823 Wallace ave. Upset price, $2.

PARCEL NO. 50. Fence, 1825 Wallace ave. Upset price, $2.

PARCEL NO. 51. Fence, 1827 Wallace ave. Upset price, $2.

PARCEL NO. 52. Fence, 1829 Wallace ave. Upset price, $2.

PARCEL NO. 53. Fence 1831 Wallace ave. Upset price, $2.

PARCEL NO. 54. Fence, 1833 Wallace ave. Upset price, $2.

PARCEL NO. 55. Fence, 1835 Wallace ave. Upset price, $2.

PARCEL NO. 57. Fence and part of steps, 1837 Wallace ave. Upset price, $2.

PARCEL NO. 62. Fence and part of steps, 1847 Wallace ave. Upset price, $2.

PARCEL NO. 63. Fence and part of steps, 1849 Wallace ave. Upset price, $2.

PARCEL NO. 64. Iron fence, 1851 Wallace ave. Upset price, $2.

PARCEL NO. 65. Iron fence, 1853 Wallace ave. Upset price, $2.

PARCEL NO. 66. Iron fence, 1855 Wallace ave. Upset price, $2.

PARCEL NO. 67. Fence, 1857 Wallace ave. Upset price, $2.

PARCEL NO. 68. Fence, 1859 Wallace ave. Upset price, $2.

PARCEL NO. 69. Fence, 1861 Wallace ave. Upset price, $2.

PARCEL NO. 70. Fence and part of steps, 1863 Wallace ave. Upset price, $2.

PARCEL NO. 71. Fence and part of steps, 1865 Wallace ave. Upset price, $2.

PARCEL NO. 72. Fence and part of steps, 1867 Wallace ave. Upset price, $2.

PARCEL NO. 73. Fence and part of steps, 1869 Wallace ave. Upset price, $2.

PARCEL NO. 74. Fence and part of steps, 1871 Wallace ave. Upset price, $2.

PARCEL NO. 75. Fence and part of steps, 1873 Wallace ave. Upset price, $2.

PARCEL NO. 76. Fence and part of steps, 1872 Wallace ave. Upset price, $2.

PARCEL NO. 77. Fence and part of steps, 1877 Wallace ave. Upset price, $2.

PARCEL NO. 78. Fence and part of steps, 1879 Wallace ave. Upset price, $2.

PARCEL NO. 79. Fence and part of steps, 1881 Wallace ave. Upset price, $2.

PARCEL NO. 80. Fence and part of steps, 1883 Wallace ave. Upset price, $2.

PARCEL NO. 81. Fence and part of steps, 1885 Wallace ave. Upset price, $2.

PARCEL NO. 87. Fence, 1915 Wallace ave. Upset price, $2.

PARCEL NO. 90. Fence, 1812 Wallace ave. Upset price, $2.

PARCEL NO. 91. Fence, 1814 Wallace ave. Upset price, $2.

PARCEL NO. 92. Fence, 1816 Wallace ave. Upset price, $2.

PARCEL NO. 93. Fence, 1818 Wallace ave. Upset price, $2.

PARCEL NO. 94. Fence, 1820 Wallace ave. Upset price, $2.

PARCEL NO. 95. Fence, 1822 Wallace ave. Upset price, $2.

PARCEL NO. 96. Fence, 1824 Wallace ave. Upset price, $2.

PARCEL NO. 97. Fence, 1826 Wallace ave. Upset price, $2.

PARCEL NO. 98. Fence, 1828 Wallace ave. Upset price, $2.

PARCEL NO. 99. Fence, 1830 Wallace ave. Upset price, $2.

PARCEL NO. 100. Fence, 1832 Wallace ave. Upset price, $2.

PARCEL NO. 101. Fence and part of steps, 1834 Wallace ave. Upset price, $2.

PARCEL NO. 105. Fence and part of steps, 1846 Wallace ave. Upset price, $2.

PARCEL NO. 106. Fence and part of steps, 1848 Wallace ave. Upset price, $2.

PARCEL NO. 107. Fence and part of steps, 1850 Wallace ave. Upset price, $2.

PARCEL NO. 108. Fence and part of steps, 1852 Wallace ave. Upset price, $2.

PARCEL NO. 109. Fence and part of steps, 1854 Wallace ave. Upset price, $2.

PARCEL NO. 112. Fence and part of steps, 1866 Wallace ave. Upset price, $2.

PARCEL NO. 113. Fence and part of steps, 1868 Wallace ave. Upset price, $2.

PARCEL NO. 114. Fence and part of steps, 1870 Wallace ave. Upset price, $2.

PARCEL NO. 115. Fence and part of steps, 1872 Wallace ave. Upset price, $2.

PARCEL NO. 116. Fence and part of steps, 1874 Wallace ave. Upset price, $2.

PARCEL NO. 117. Fence and part of steps, 1876 Wallace ave. Upset price, $2.

PARCEL NO. 118. Fence and part of steps, 1878 Wallace ave. Upset price, $2.

PARCEL NO. 119. Iron fence and part of steps, 1880 Wallace ave. Upset price, $4.

PARCEL NO. 120. Iron fence and part of steps, 1882 Wallace ave. Upset price, $2.

PARCEL NO. 121. Iron fence and part of steps, 1884 Wallace ave. Upset price, $2.

PARCEL NO. 122. Fence and part of steps, 1886 Wallace ave. Upset price, $2.

PARCEL NO. 123. Fence and part of steps, 1888 Wallace ave. Upset price, $2.

PARCEL NO. 124. Fence and part of steps, 1890 Wallace ave. Upset price, $2.

PARCEL NO. 125. Fence and part of steps, 1892 Wallace ave. Upset price, $2.

PARCEL NO. 126. Fence and part of steps, 1894 Wallace ave. Upset price, $2.

PARCEL NO. 127. Fence and part of steps, 1896 Wallace ave. Upset price, $2.

PARCEL NO. 128. Fence and part of steps, 1900 Wallace ave. Upset price, $2.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 6th day of April, 1914, and then publicly opened for the sale for removal of the above described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened April 6, 1914," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 16, 1914. m20,a6

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of Brooklyn, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of Brooklyn.

Being the buildings, parts of buildings, etc., standing within the lines of E. 34th st., from Snyder ave. to Beverly road, in the Borough of Brooklyn, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held March 4, 1914, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, MARCH 30, 1914.

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

PARCEL NO. 119. Part of one and one-half story frame house on the northwest corner of Tilden ave. and E. 34th st. Cut 2.9 feet on front by 4.05 feet on rear. Also shed in rear. Upset price, $5.

PARCEL NO. 125. Part of shed on the east side of E. 34th st., 95 feet south of Tilden ave. Cut 5.3 feet on north and south sides. Upset price, $2.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 30th day of March, 1914, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes marked "Proposals to be opened March 30, 1914." and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 9, 1914. m13,30

Confirmation of Assessments.

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named street in the BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, SECTION 13.

SPUYTEN DUYVIL ROAD—OPENING, from Spuyten Duyvil parkway, near the Spuyten Duyvil depot, to the junction of Riverdale ave. and W. 230th st. Confirmed June 22, 1910, and February 28, 1914; entered March 23, 1914. Area of assessment includes all those lands, tenements and hereditaments and premises situate, lving and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at the point of intersection of the northerly line of the Harlem River (ship canal) with the westerly line of the New York Central and Hudson River Railroad; running thence northerly along said westerly line of the railroad to its intersection with a line parallel to and distant 100 feet northerly from the northerly line of W. 236th st.; thence easterly along the said line parallel to W. 236th st. to its intersection with a line parallel to and distant 100 feet easterly from the easterly line of Broadway; thence southerly along said line parallel to Broadway to its intersection with the easterly line of Spuyten Duyvil Creek; thence northerly, westerly and southwesterly along the easterly, northerly and northwesterly line of Spuyten Duyvil Creek to its intersection with the northerly line of the Harlem River (ship canal); thence in a westerly direction along the northerly line of the Harlem River (ship canal) to the point or place of beginning.

The above entitled assessment was entered on the date hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment interest will be collected thereon, as provided in section 1006 of the Greater New York Charter.

Said section provides, in part. "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 22, 1914, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 23, 1914. m26,a6

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF BROOKLYN:

EIGHTEENTH WARD, SECTION 10.

WATERBURY STREET—CURBING AND FLAGGING, between Stagg and Ten Eyck sts. Area of assessment: Both sides of Waterbury st., between Stagg and Ten Eyck sts., extending back a distance of 100 feet on the easterly side.

TWENTY-SIXTH WARD, SECTION 12.

GEORGIA AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, between Belmont and Sutter aves. Area of assessment: Both sides of Georgia ave., from Belmont to Sutter aves., and to the extent of half the block at the intersecting avenues.

TWENTY-SIXTH WARD, SECTION 13.

FORBELL AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, between Liberty ave. and Magenta st. Area of assessment: Both sides of Forbell ave., from Liberty ave. to Magenta st., and to the extent of half the block at the intersecting streets.

TWENTY-NINTH WARD, SECTION 16.

CATON AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, from E. 4th to E. 5th sts. Area of assessment: Both sides of Caton ave., from E. 4th to E. 5th sts., and to the extent of half the block at the intersecting streets.

MONTGOMERY STREET—REGULATING, GRADING, CURBING AND FLAGGING, from Coney Island ave. to E. 7th st. Area of assessment: Both sides of Montgomery st., from Coney Island ave. to E. 7th st., and to the extent of half the block at the intersecting streets.

EAST FIFTEENTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Ditmas and Foster aves. Area of assessment: Both sides of E. 15th st., from Ditmas to Foster aves., and to the extent of half the block at the intersecting avenues.

THIRTIETH WARD, SECTION 17.

THIRTEENTH AVENUE—REGULATING, GRADING, CURBING AND FLAGGING, between 65th and 66th sts. Area of assessment: Both sides of 13th ave., from 65th to 66th sts., and to the extent of 100 feet on each side of the avenue.

FIFTY-NINTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between 13th and New Utrecht aves. Area of assessment: Both sides of 59th st., from 13th to New Utrecht ave., and to the extent of half the block at the intersecting avenues.

THIRTIETH WARD, SECTION 18.

EIGHTY-NINTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between 2d and 3d aves. Area of assessment: Both sides of 89th st., from 2d to 3d aves., and to the extent of half the block at the intersecting avenues.

THIRTY-FIRST WARD, SECTION 21.

WEST TWENTY-EIGHTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Mermaid and Neptune aves. Area of assessment: Both sides of W. 28th st., from Mermaid to Neptune aves., and to the extent of half the block at the intersecting avenues.

—that the same were confirmed by the Board of Assessors on March 17, 1914, and entered on March 17, 1914, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Mechanics Bank Building, Court and Montague sts., Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 16, 1914, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 17, 1914. m21,a1

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF THE BRONX:

TWENTY-THIRD WARD, SECTION 9.

RIVER AVENUE—PAVING AND CURBING, from E. 149th st. to a point about 451 feet south of E. 151st st. Area of assessment: Both sides of River ave., from E. 149th st. to a point 451 feet south of E. 151st st., and to the extent of half the block at the intersecting streets.

TWENTY-THIRD WARD, SECTION 10.

LONGFELLOW AVENUE—PAVING AND SETTING CURB, from Lafayette ave. the N. Y., N. H. & H. R. R. Area of assessment: Both sides of Longfellow ave., from Lafayette ave. to a point about 300 feet north of Garrison ave., and to the extent of half the block at the intersecting streets and avenues.

TWENTY-FOURTH WARD, SECTION 11.

HOE AVENUE—PAVING AND SETTING CURB, from E. 173d st. to Boston road. Area of assessment: Both sides of Hoe ave., from E. 173d st. to Boston road, and to the extent of half the block at the intersecting streets.

TWENTY-FOURTH WARD, SECTION 12.

VAN CORTLANDT AVENUE—REGULATING, GRADING, SETTING CURB, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from Sedgwick ave. to Albany road. Area of assessment affects both sides of Van Cortlandt ave., from Sedgwick ave. to Albany road, and also includes property in Blocks Nos. 3252, 3263 and 3271.

TWENTY-FOURTH WARD, SECTION 14.

SEWERS in HAVILAND AVENUE, between Zerega ave. and summit west of Havemeyer ave.; in POWELL AVENUE, between Zerega ave. and summit west of Havemeyer ave.; in GLEASON AVENUE, between Zerega ave. and summit west of Havemeyer ave.; in ELLIS AVENUE, between Zerega ave. and Pugsley ave.; in EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET (north side), between Pugsley ave. and summit west of Gleason ave.; in EAST ONE HUNDRED AND SEVENTY-SEVENTH STREET (south side), between Ellis and Gleason aves.; in NEWBOLD AVENUE, between Zerega ave. and Havemeyer ave.; in WATERBURY AVENUE, between Zerega ave. and Havemeyer ave.; in NEWBOLD AVENUE, between Pugsley ave. and the summit east of Castle Hill ave.; in OLMSTEAD AVENUE, between Ellis ave. and Westchester ave.; in HAVEMEYER AVENUE, between Watson ave. and Waterbury ave., and in CASTLE HILL AVENUE, between Gleason ave. and Westchester ave. Area of assessment affects property fronting on above improvements and included in Blocks Nos. 3803, 3804, 3805, 3812, 3813, 3814, 3818 to 3823 inclusive, and 3826 to 3833 inclusive.

TWENTY-FOURTH WARD, SECTION 15.

MACLAY AVENUE—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from Zerega ave. to Walker ave. Area of assessment: Both sides of Maclay ave., from Zerega ave. to Walker ave., and to the extent of half the block at the intersecting streets and avenues.

—that the same were confirmed by the Board of Assessors on March 17, 1914, and entered on March 17, 1914, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 16, 1914, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 17, 1914. m21,a1

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF RICHMOND:

FIRST, THIRD AND FOURTH WARDS.

THIRD STREET—CONSTRUCTING SIDEWALKS, CURBING AND GUTTERING, between New Dorp lane and Locust ave.; between New Dorp lane and Amboy road; BUSH AVENUE, between Richmond terrace and S. I. R. T. R. R.; THIRD STREET, between Lafayette ave. and its easterly terminus, and in SEA VIEW AVENUE, south side, between Richmond road and Jefferson st. Area of assessment affects property known as Lots 688, 238, 184, 993 and 997, New Dorp; Lots 48, 49, 50 and 51 in Vol. 1, Ward 4, Garretson Farm; Lots 617, 619, 621, 622, 623, 635, 639, 640, 648, Block 101, Ward 3, Vol. 1, and Lot 11, Block 6, Plot 1, Dist. 2, Ward 1, Vol. 1, property abutting above improvements.

FOURTH WARD.

SEWER in CLOVE AVENUE, from Neckar ave. to Second place. Area of assessment affects property in Plots Nos. 14, 17 and 18, Volume 1, embracing property on both sides of Clove ave., from Neckar ave. to Second place and adjoining territory.

—that the same were confirmed by the Board of Assessors on March 17, 1914, and entered March 17, 1914, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Borough Hall, St. George, Borough of Richmond, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 17, 1914, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 17, 1914. m21,a1

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property affected by the following assessment for LOCAL IMPROVEMENTS IN THE BOROUGH OF MANHATTAN:

WEST ONE HUNDRED AND SEVENTY-SIXTH STREET—REGULATING, GRADING, CURBING AND FLAGGING, from Broadway to Fort Washington ave. Area of assessment: Both sides of W. 176th st., from Broadway to Fort Washington ave., and to the extent of half the block at the intersecting streets.

—that the same was confirmed by the Board of Assessors on March 17, 1914, and entered March 17, 1914, in the Record of Titles of Assessments kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides in part: "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Room H, 280 Broadway, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 16, 1914, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 17, 1914. m21,a1

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF MANHATTAN:

TWENTY-SECOND WARD, SECTION 4.

WEST FIFTY-THIRD STREET—RESTORING ASPHALT PAVEMENT in front of premises No. 310. Area of assessment affects property known as Lot 39 in Block 1043.

The above assessments were certified to the Collector of Assessments and Arrears, under the provisions of section 391 of the Greater New York Charter.

—that the same was entered on March 11, 1914, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 1019 of the Greater New York Charter.

Said section provides in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Room H, 280 Broadway, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m. and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 11, 1914, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessments became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 11, 1914. m18,28

NOTICE TO PROPERTY OWNERS,

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH OF BROOKLYN:

TWENTY-SIXTH WARD, SECTION 12.

BRISTOL STREET—REGULATING, GRADING, CURBING AND FLAGGING from a point 125 feet south of Blake ave. to Dumont ave. Area of assessment: Both sides of Bristol st., from Blake to Dumont aves., and to the extent of half the block at the intersecting avenues.

TWENTY-SIXTH WARD, SECTION 13.

MONTAUK AVENUE—PAVING from Atlantic ave. to Liberty ave. Area of assessment: Both sides of Montauk ave., from Atlantic to Liberty ave., and to the extent of half the block at the intersecting avenues.

TWENTY-NINTH WARD, SECTION 15.

NEWKIRK AVENUE—PAVING from E. 34th st. to Brooklyn ave. Area of assessment: Both sides of Newkirk ave., from E. 34th st. to Brooklyn ave., and to the extent of half the block at the intersecting streets and avenues.

THIRTIETH WARD, SECTION 17.

THIRTEENTH AVENUE—PAVING from 65th to 66th st. Area of assessment: Both sides of 13th ave., from 65th to 66th st., and to the extent of half the block at the intersecting streets.

THIRTIETH WARD, SECTION 18.

SEVENTY-SIXTH STREET—PAVING from 6th to 7th ave. Area of assessment: Both sides of 76th st., from 6th to 7th ave., and to the extent of half the block at the intersecting avenues.

THIRTIETH WARD, SECTION 19.

BAY TWENTIETH STREET—PAVING from Cropsey ave. to 86th st. Area of assessment: Both sides of Bay 20th st., from Cropsey ave. to 86th st., and to the extent of half the block at the intersecting streets and avenues.

—that the same were confirmed by the Board of Assessors on March 10, 1914, and entered March 10, 1914, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment, from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Room H, 280 Broadway, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before May 10, 1914, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 10, 1914. m17,27

Corporation Sale of Lease.

CORPORATION SALE BY SEALED BIDS OF THE LEASE OF CERTAIN REAL ESTATE AND APPURTENANCES THERETO.

UPON THE AUTHORIZATION OF THE Commissioners of the Sinking Fund and pursuant to a resolution adopted by them at a meeting held January 21, 1914, the Comptroller of The City of New York will sell by sealed bids on

TUESDAY, MARCH 31, 1914.

at 11 a. m., in Room 368, Municipal Building, Borough of Manhattan, the lease of the property belonging to the Corporation of The City of New York, situated on the southwesterly corner of E. 5th st. and 1st ave., Borough of Manhattan, consisting of a plot of ground 48 feet in width on 1st ave., with a depth along E. 5th st. of 60 feet 3 inches, and known as No. 79 1st ave., with the improvements thereon, for a period of ten years, commencing March 1, 1914.

The Comptroller will receive sealed bids for the lease of the said parcel of land, with the improvements thereon, for the said period, at the minimum or upset price of $4,000 per annum, payable quarterly in advance, and the said sale will be made upon the following

TERMS AND CONDITIONS.

Each bid must be accompanied by cash or a certified check for twenty-five per cent. of the amount of the yearly rental offered; the amount so paid for one quarter's rent shall be forfeited if the successful bidder does not execute the lease when notified that it is ready for execution.

He will also be required to give an undertaking in the amount of the annual rental paid, with two sufficient sureties to be approved by the Comptroller, conditioned for the payment of the rent quarterly in advance and for the performance of the terms and covenants of the lease.

No person shall be received as lessee or surety who is a delinquent on any former lease from the corporation, and no bid shall be accepted from 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 City of New York, as provided by law.

The lease shall be in the usual form of leases of like property, and will contain, in addition to other terms, covenants and conditions as follows:

1. A clause providing that the lessee shall pay the usual rates for water, per meter measurement, and comply with the rules and regulations of the Department of Water Supply, Gas and Electricity.

2. A clause providing that the lessee shall not make any alterations or improvements to the property, except with the consent and approval of the Comptroller.

3. A clause providing that during the time of the lease the lessee shall keep the buildings in proper repair, both inside and outside, and shall comply with all the laws and ordinances of The City of New York.

4. A clause providing that all repairs, alterations and improvements made on or to the property by the lessee during the period of the lease shall become the property of The City of New York at the expiration of said lease.

The Comptroller shall have the right to reject any or all bids if deemed to be to the interest of The City of New York.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, March 10, 1914. m14,31

Sales of Tax Liens.

NOTICE OF CONTINUANCE OF BROOKLYN TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Brooklyn, as to liens remaining unsold at the termination of the sale of October 15th, November 5th, December 3rd, 1913, and January 7th, February 11th and March 18, 1914, has been continued to

WEDNESDAY, APRIL 22, 1914.

at 2.30 p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 2, in basement of the Borough Hall, Brooklyn, N. Y.

Dated March 18, 1914.

DANIEL MOYNAHAN, Collecter of Assessments and Arrears. m20,a22

NOTICE OF CONTINUATION OF MANHATTAN TAX SALE.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Manhattan, as to liens remaining unsold at the termination of the sale of September 4, October 9, November 13, December 18, 1913, January 15 and February 26, 1914, has been continued to

THURSDAY, APRIL 2, 1914.

at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in the Aldermanic Chamber, City Hall, Borough of Manhattan, City of New York.

Dated February 26, 1914.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. f27,a2

Sureties on Contracts.

UNTIL FURTHER NOTICE SURETY COMpanies will be accepted as sufficient upon the following contracts to the amounts named:

Supplies of Any Description, Including Gas and Electricity.

One company on a bond up to $50,000.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Construction.

One company on a bond up to $25,000.

Including regulating, grading, paving, sewers, maintenance, dredging, construction of parks, parkways, docks, buildings, bridges, tunnels, aqueducts, repairs, heating, ventilating, plumbing, etc., etc.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Asphalt, Asphalt Block and Wood Block Pavements.

Two companies will be required on any and

every bond up to amount authorized by letter of Comptroller to the surety companies, dated January 1, 1914.

January 1, 1914.

WILLIAM A. PRENDERGAST, Comptroller.

BOROUGH OF THE BRONX.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, 177TH ST. AND 3D AVE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx at the above office until 10.30 a. m., on

WEDNESDAY, APRIL 1, 1914.

NO. 1. FOR FURNISHING AND DELIVERING TWO (2) FIVE-TON MOTOR-DRIVEN TRUCKS.

The bidder's attention is called to the maintenance bond required by the specifications as security for the keeping in good order of the trucks during the period of one (1) year after the acceptance of the same by the City.

The time allowed for the performance of the contract is thirty (30) calendar days after the endorsement of the certificate of the Comptroller upon the executed contract.

The amount of security required will be thirty (30) per cent. of the total amount for which the contract is awarded.

NO. 2. FOR FURNISHING AND DELIVERING BLUE PRINT AND BLACK PRINT PAPER AND BLUE PRINT CLOTH.

The time allowed for the performance of the contract is as directed during the year 1914, after the endorsement of the certificate of the Comptroller upon the executed contract.

The amount of security required will be thirty (30) per cent. of the total amount for which the contract is awarded.

Blank forms can be obtained upon application therefor, the specifications may be seen, and other information obtained at said office.

DOUGLAS MATHEWSON, President.

m21,a1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX, MUNICIPAL BUILDING, CROTONA PARK, 177TH ST. AND 3D AVE.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx at the above office until 10.30 a. m., on

FRIDAY, MARCH 27, 1914.

NO. 1. FOR FURNISHING AND DELIVERING 150,000 GALLONS OF COAL TAR ROAD OIL.

The time allowed for the performance of the contract is as directed, during the year 1914.

The amount of security required will be thirty (30) per cent. of the total amount for which the contract is awarded.

NO. 2. FOR REPARIING SHEET ASPHALT PAVEMENT IN THE BOROUGH OF THE BRONX AND SETTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

2,500 square yards sheet asphalt pavement (heavy traffie mixture), including binder course and keeping the pavement in repair during the year 1914.

750 square yards sheet asphalt pavement (heavy traffic mixture), including binder course and concrete foundation and keeping the pavement in repair during the year 1914.

100 linear feet old curb, reset in concrete, including concrete foundation.

The time allowed for the completion of the work will be on or before July 1, 1914.

The amount of security required will be Twenty-four Hundred Dollars ($2.400).

NO. 3. REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN E. 217TH ST., FROM WHITE PLAINS AVE. TO OAKLEY AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

4,550 cubic yards earth excavation.
1,300 cubic yards rock excavation.
20,000 cubic yards filling.
6,200 linear feet new curb.
30,400 square feet concrete sidewalk.
2,050 square feet new bridgestone.
1,200 cubic yards dry rubble masonry.
25 cubic yards rubble masonry in mortar.
320 linear feet vitrified pipe, 12 inches in diameter.
30 linear feet vitrified pipe, 18 inches in diameter.
3,000 feet B. M. timber.
2,800 linear feet guard rail.
2 Type B inlets.
1 manhole.
10 cubic yards brick masonry.

The time allowed for the full completion of the work will be 140 consecutive working days.

The amount of security required will be Eleven Thousand Five Hundred Dollars ($11,500).

NO. 4. REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY, IN BEACON ST., FROM ROSEDALE AVE. TO BEACH AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

650 cubic yards earth excavation.
1,100 cubic yards rock excavation.
4,000 cubic yards filling.
1,200 linear feet new curb.
5,100 square feet concrete sidewalk.
170 square feet new bridgestone.
50 cubic yards dry rubble masonry.
100 linear feet vitrified pipe, 12 inches in diameter.
450 linear feet guard rail.

The time allowed for the completion of the work will be 75 consecutive working days.

The amount of security required will be Two Thousand Two Hundred Dollars ($2,200).

NO. 5. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN E. 141ST ST., FROM PARK AVE. TO RIDER AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

1,000 cubic yards earth excavation.
100 cubic yards rock excavation.
760 linear feet new curb.
3,740 square feet concrete sidewalk.

The time allowed for the completion of the work will be 40 consecutive working days.

The amount of security required will be Eight Hundred Dollars ($800).

NO. 6. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY, IN CHATTERTON AVE., FROM VIRGINIA AVE. TO A POINT 265 FEET EAST OF ZEREGA AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

2,400 cubic yards earth excavation.
125 cubic yards rock excavation.
54,200 cubic yards filling.
8,150 linear feet new curb.
18,600 square feet new bluestone flagging.
17,500 square feet concrete sidewalk.
1,700 square feet new bridgestone.
2,350 cubic yards dry rubble masonry.
200 linear feet vitrified pipe, 12 inches in diameter.
3,000 feet (B. M.) timber.
4,100 linear feet guard rail.
Sinkage, shrinkage and settlement.
10 cubic yards brick masonry.

The time allowed for the completion of the work will be 230 consecutive working days.

The amount of security required will be Eighteen Thousand Dollars ($18,000).

NO. 7. CONSTRUCTING RELIEF SEWER AND APPURTENANCES IN WEBSTER AVE., FROM WENDOVER AVE. TO A POINT 200 FEET NORTH OF TREMONT AVE., TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

2,283 linear feet concrete sewer, 13' 0" x 8' 6".
1,062 linear feet concrete sewer, 12' 6" x 8' 6".
3 single connecting galleries 5' 0" wide.
3 single connecting galleries 8' 0" wide.
1 double connecting gallery 8' 0" wide.
10 linear feet concrete sewer, 42" x 56", egg-shaped.
10 linear feet concrete sewer, 26" x 36", egg-shaped.
10 linear feet concrete sewer, 3' 0" in diameter.
16 linear feet pipe sewer, 12-inch.
100 linear feet vitrified pipe drains, 12" to 24".
250 spurs for house connections.
725 linear feet risers.
17 manholes.
4 manholes rebuilt.
100 cubic yards rock excavation.
2,250 cubic yards concrete, Class B.
10 cubic yards concrete, Class C.
18,000 pounds steel reinforcement bars.
625,000 feet (B. M.) timber sheeting.

The time allowed for the completion of the work will be 300 consecutive working days.

The amount of security required will be One Hundred Thousand Dollars ($100,000).

Blank forms can be obtained upon application therefor, the plans and specifications may be seen and other information obtained at said office.

DOUGLAS MATHEWSON, President.

m17,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF WATER SUPPLY.

Proposals.

SEALED BIDS WILL BE RECEIVED BY THE Board of Water Supply, at its offices, twenty-second floor, Municipal Building, Park row, Centre and Chambers sts., New York City, until 11 a. m., on

TUESDAY, APRIL 14, 1914.

for

CONTRACT 86.

FOR THE CONSTRUCTION OF A PART OF THE QUEENS CONDUIT, A PORTION OF THE CITY PIPE LINES OF CATSKILL AQUEDUCT, IN THE CITY AQUEDUCT DEPARTMENT, AND EXTENDING FROM FORT GREENE PARK ALONG MYRTLE AVE., WASHINGTON PARK AND WILLOUGHBY AVE. TO BROADWAY, IN THE BOROUGH OF BROOKLYN.

The work to be done includes the furnishing and laying of about 12,200 feet of 66-inch steel pipe, 300 feet of 48-inch cast-iron pipe, a 48-inch to 66-inch Venturi meter, with valves and other appurtenances, together with maintenance for one year.

An approximate statement of the quantities of the various classes of work and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

Two or more bonds, the aggregate of which shall be one hundred and ten thousand dollars ($110,000), will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State bank, drawn to the order of the Comptroller of The City of New York, to the amount of ten thousand dollars ($10,000).

Time allowed for the completion of the work, except maintenance, is 17 months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposals and contract, specifications, contract drawings, etc., can be obtained at the above address, at the office of the Secretary, upon application in person or by mail, by depositing the sum of ten dollars ($10) in cash or its equivalent for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

For further particulars apply to the office of the Principal Assistant Engineer, at the above address.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

W. BRUCE COBB, Secretary. m26,a14

NOTE—See general instructions to bidders on last page, last column, of the CITY RECORD, so far as applicable hereto and not otherwise provided for.

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, twenty-second floor, Municipal Building, Park row, Centre and Chambers sts., New York City, until 11 a. m., on

FRIDAY, APRIL 3, 1914.

for

CONTRACT 156.

FOR PLANTING ABOUT 1,000 ACRES AT ASHOKAN AND KENSICO RESERVOIRS WITH APPROXIMATELY 1,250,000 TREE TRANSPLANTS DURING THE SEASONS OF 1914, 1915 AND 1916, INCLUDING THE FURNISHING, PLANTING AND GUARANTEEING THEIR GROWTH.

The work is located in Ulster and Westchester Counties, New York.

A statement of the work required and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable.

A bond in the sum of thirty-five per cent. (35%) of the total amount of the contract will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State Bank, drawn to the order of the Comptroller of The City of New York, to the amount of two hundred dollars ($200).

Time allowed for the completion of the work is until December 15, 1916.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, etc., can be obtained at the above address, at the office of the Secretary, upon application in person, or by mail, by depositing the sum of Five Dollars ($5) in cash or its equivalent for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

For further particulars apply to the office of the Principal Assistant Engineer at the above address.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

W. BRUCE COBB, Secretary. m18,a3

NOTE—See general instructions to bidders on last page, last column, of the CITY RECORD, so far as applicable hereto and not otherwise provided for.

BOROUGH OF BROOKLYN.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received at the above named office, by the President of the Borough of Brooklyn, until 11 o'clock a. m., on

WEDNESDAY, APRIL 8, 1914.

1. FOR FURNISHING AND DELIVERING JANITORS' MISCELLANEOUS SUPPLIES TO THE BUREAU OF PUBLIC BUILDINGS AND OFFICES, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the articles and full performance of the contract is sixty (60) calendar days.

2. FOR FURNISHING AND DELIVERING TOILET SOAP FOR THE BUREAU OF PUBLIC BUILDINGS AND OFFICES, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the articles and full performance of the contract is one hundred (100) calendar days.

The amount of security required in each instance shall be thirty (30) per cent. of the total amount for which the contract is awarded.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, dozen, gallon or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be compared and the contract awarded at a lump or aggregate sum.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the Bureau of Public Buildings and Offices, Room 29, Municipal Building, Borough of Brooklyn. L. H. POUNDS, President.

m27,a8

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 8, 1914.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING A SEWER IN 65TH ST., SOUTH SIDE, BETWEEN 18TH AND 19TH AVES., AND AN OUTLET SEWER IN 19TH AVE., BETWEEN 65TH AND 67TH STS.

The Engineer's preliminary estimate of the quantities is as follows:

No. 1. 257 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50 ..... $642 50

No. 2. 258 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2 ..... 516 00

No. 3. 788 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.50 ..... 1,182 00

No. 4. 785 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85..... 667 25

No. 5. 9 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 450 00

No. 6. 1 sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culverts, including all incidentals and appurtenances; per basin, $125 ..... 125 00

No. 7. 1,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18 ..... 18 00

Total $3,600 75

The time allowed for the completion of the work and full performance of the contract will be fifty (50) working days.

The amount of security required will be Seventeen Hundred Dollars ($1,700).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SEWER IN 15TH AVE., FROM 38TH ST. NORTHERLY TO THE RIGHT OF WAY OF THE BROOKLYN RAPID TRANSIT RAILROAD.

The Engineer's preliminary estimate of the quantities is as follows:

No. 1. 172 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.80 ..... $309 60

No. 2. 240 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85..... 204 00

No. 3. 2 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 100 00

No. 4. 1,500 feet, board measure, of sheeting and bracing, driven and left in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18.... 27 00

Total $640 60

The time allowed for the completion of the work and full performance of the contract will be twenty (20) working days.

The amount of security will be Three Hundred Dollars ($300).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN CROWN ST., FROM BEDFORD AVE. TO ROGERS AVE.

The Engineer's preliminary estimate of the quantities is as follows:

97 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.75 ..... $266 75

741 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.70 ..... 1,259 70

1,203 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85..... 1,022 55

7 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50 ..... 350 00

4,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18 ..... 72 00

Total $2,971 00

The time allowed for the completion of the work and full performance of the contract will be forty (40) working days.

The amount of security required will be One Thousand Five Hundred Dollars ($1,500).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.), for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

m27,a8 L. H. POUNDS, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 1, 1914.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED TO CONSTRUCT A SEWER IN 61ST ST., FROM 16TH AVE. TO 17TH AVE.; IN 62D ST., FROM 15TH AVE. TO 16TH AVE.; IN 63D ST., FROM 15TH AVE. TO 17TH AVE.; IN 66TH ST., FROM 15TH AVE. TO 16TH AVE.; IN 67TH ST., FROM NEW UTRECHT AVE. TO 16TH AVE.; AND IN 16TH AVE., FROM 66TH ST. TO 60TH ST.

The Engineer's preliminary estimate of the quantities is as follows:

542 linear feet of 30-inch brick sewer, laid complete, including all incidentals and appurtenances; per linear foot, $6.10 ..... $3,306 20

260 linear feet of 24-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $5.75..... 1,495 00

260 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $3.20 ..... 832 00

471 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.05 ..... 965 55

4,815 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.65..... 7,944 75

580 linear feet of 8-inch house connection drain, laid complete, including Y branch and all incidentals and appurtenances; per linear foot, $1.10... 638 00

6,225 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.85..... 5,291 25

50 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $55 ..... 2,750 00

4 drop manholes complete, with iron heads and covers, including extra excavation and all incidentals and appurtenances; per manhole, $125..... 500 00

20 sewer basins complete, of either standard design, with iron pans or gratings, iron basin hoods and connecting culverts, including all incidentals and appurtenances; per basin, $115 ..... 2,300 00

2 sewer basins reconnected complete, including all incidentals and appurtenances; per reconnection, $75..... 150 00

21 cubic yards of concrete about pipe sewer, laid in place complete, including all incidentals and appurtenances; per cubic yard, $6..... 126 00

4,000 feet, board measure, of foundation and side planking, laid in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $30..... 120 00

5,000 feet, board measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, board measure, $18 ..... 90 00

16 8-inch stand pipes laid in place complete, including "T" branch, concrete casing and all incidentals and appurtenances; per stand pipe, $11.. 176 00

Total $26,684 75

The time allowed for the completion of the work and full performance of the contract will be one hundred and twenty (120) working days.

The amount of security required will be Thirteen Thousand Four Hundred Dollars ($13,400).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.), for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

m20,a1 L. H. POUNDS, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 1, 1914.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SEWERS IN SURF AVENUE, FROM WEST 19TH STREET TO WEST 27TH STREET; IN WEST 20TH STREET, FROM SURF AVENUE TO MERMAID AVENUE; IN WEST 21ST STREET, FROM SURF AVENUE TO MERMAID AVENUE; AND IN WEST 23RD STREET, FROM SURF AVENUE TO A POINT IN THE ATLANTIC OCEAN ABOUT 1,000 FEET SOUTH OF SURF AVENUE. SECTION 1.

The Engineer's estimate of the quantities is as follows:

575 linear feet of 42-inch brick storm sewer.
338 linear feet of 36-inch brick storm sewer.
583 linear feet of 30-inch brick storm sewer.
1,512 linear feet of 24-inch pipe storm sewer.
1,217 linear feet of 20-inch pipe storm sewer.
602 linear feet of 18-inch pipe storm sewer.
664 linear feet of 12-inch pipe sanitary sewer.
4,860 linear feet of 8-inch pipe sanitary sewer.
1,074 linear feet of 6-inch storm house connection drain.
288 linear feet of 8-inch sanitary house connection drain.
416 linear feet of 6-inch sanitary house connection drain.
47 house connections reconnected.
9 8-inch stand pipes.
165 6-inch stand pipes.
36 manholes on storm sewers.
38 manholes on sanitary sewers.
11 sewer basins.
110,000 feet, board measure, foundation planking and pile capping.
20,000 feet, board measure, sheeting and bracing.
22,000 linear feet, bearing piles.
10 cubic yards concrete, 1:2:4.
17 sewer basins reconnected.

The time allowed for the completion of the work and full performance of the contract is one hundred and seventy-five (175) working days.

The amount of security required is Twenty-five Thousand Dollars ($25,000).

No. 2. FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR CONSTRUCTING SEWERS IN SURF AVENUE, FROM WEST 19TH STREET TO WEST 27TH STREET; IN WEST 20TH STREET, FROM SURF AVENUE TO MERMAID AVENUE; IN WEST 21ST STREET, FROM SURF AVENUE TO MERMAID AVENUE; AND IN WEST 23RD STREET, FROM SURF AVENUE TO A POINT IN THE ATLANTIC OCEAN ABOUT 1,000 FEET SOUTH OF SURF AVENUE. SECTION 2.

The Engineer's estimate of the quantities is as follows:

800 linear feet of 42-inch cast iron storm outlet sewer.
800 cubic yards of rip-rap.
300 feet, board measure, of foundation planking and pile capping.
40 linear feet of bearing piles.
1,600 linear feet of guide piles.
450 linear feet of oak fender piles.
10 cubic yards of concrete, 1:2:4.

The time allowed for the completion of the work and full performance of the contract is ninety (90) working days.

The amount of security required is Twenty-five Thousand Dollars ($25,000).

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per linear foot, foot, board measure, or other unit of measure, by which the bids shall be tested.

The bids will be compared and the contract awarded at a lump or aggregate sum for the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, the Borough of Brooklyn, No. 215 Montague st., Brooklyn.

L. H. POUNDS, President.

Dated March 16, 1914. m20,a1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

OFFICE OF THE PRESIDENT OF THE BOROUGH OF BROOKLYN, ROOM NO. 2, BOROUGH HALL, BOROUGH OF BROOKLYN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 1, 1914.

1. FOR REPAIRING THE ASPHALT PAVEMENT AND CONCRETE FOUNDATION ON CLASSON AVE., FROM UNION ST. TO WASHINGTON AVE., REMOVED AND DAMAGED BY CARMINE CARRATURO IN CONNECTION WITH THE CONSTRUCTION OF A "SEWER IN UNION ST., BETWEEN CLASSON AVE. AND BEDFORD AVE., ETC."

The Engineer's estimate is as follows:

800 square yards asphalt pavement (no maintenance).
585 square yards present asphalt pavement, to be removed.
125 cubic yards concrete.
630 square yards present concrete foundation to be removed.
102 linear feet old curbstone, reset in concrete.
45 square yards new iron slag pavement with joint filler of cement grouting (no maintenance).
45 square yards old iron slag pavement to be relaid.

Time allowed 30 working days. Security required, $900.

2. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF E. 14TH ST., FROM AVENUE O TO KINGS HIGHWAY.

The Engineer's estimate is as follows:

5,450 square yards asphalt pavement (5 years maintenance).
910 cubic yards concrete.
185 linear feet bluestone heading stones set in concrete.
1,360 cubic yards excavation to subgrade.

Time allowed 30 working days. Security required $4,200.

3. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON LOGAN ST., FROM NEW LOTS AVE. TO VIENNA AVE.

The Engineer's estimate is as follows:

12,000 cubic yards fill (to be furnished).
2,830 linear feet cement curb (1 year maintenance).
13,420 square feet cement sidewalks (1 year maintenance).

Time allowed 100 working days. Security required $3,500.

4. FOR REGULATING, REGRADING WHERE NECESSARY, CURBING AND LAYING SIDEWALKS ON LOTT AVE., FROM BRISTOL ST. TO ROCKAWAY AVE.

The Engineer's estimate is as follows:

50 cubic yards excavation.
360 cubic yards fill (to be furnished).
930 linear feet cement curb (1 year maintenance).
4,000 square feet cement sidewalk (1 year maintenance).

Time allowed 25 working days. Security requared $500.

5. FOR REGULATING, GRADING, CURBING, LAYING SIDEWALKS AND PAVING WITH PERMANENT GRADE 1 GRANITE PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF NEWTON ST., FROM MANHATTAN AVE. TO A POINT 80 FEET, MORE OR LESS, WEST OF GRAHAM AVE.

The Engineer's estimate is as follows:

833 square yards grade 1 granite pavement with joint filler of coal tar pitch and gravel (1 year maintenance).
139 cubic yards concrete.
530 linear feet new curbstone, set in concrete.
10 linear feet old curbstone reset in concrete.
780 cubic yards excavation.
2,480 square feet cement sidewalks (1 year maintenance).

Time allowed 30 working days. Security required $1,600.

6. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A 4-INCH CONCRETE FOUNDATION THE ROADWAY OF UNION ST., FROM UTICA AVE. TO ROCHESTER AVE.

The Engineer's estimate is as follows:

2,400 square yards asphalt pavement (5 years' maintenance)
270 cubic yards concrete.
30 linear feet bluestone heading stones set in concrete.
470 cubic yards excavation to subgrade.

Time allowed 30 working days. Security required $1,600.

7. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A 6-INCH CONCRETE FOUNDATION THE ROADWAY OF 6TH AVE., FROM 75TH ST. TO 79TH ST.

The Engineer's estimate is as follows:

5,210 square yards asphalt pavement (5 years' maintenance).
870 cubic yards concrete.
190 linear feet bluestone heading stones set in concrete.
1,300 cubic yards excavation to subgrade.

Time allowed 30 working days. Security required $4,000.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per linear foot, square foot, square yard, cubic yard or other unit of measure, by which the bids will be tested.

The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Highways, the Borough of Brooklyn, No. 12 Municipal Building, Brooklyn.

L. H. POUNDS, President.

Dated March 16th, 1914. m20,a1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

PUBLIC SERVICE COMMISSION.

Proposals.

INVITATION TO CONTRACTORS.

Part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

THE PUBLIC SERVICE COMMISSION FOR the First District (hereinafter called the "Commission") invites proposals to construct Section No. 1 of Routes 4 and 38, a part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

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

Section No. 1. Beginning under Battery Park, in the Borough of Manhattan: The westerly track about four hundred and seventy-five (475) feet south of the northerly building line of Battery place and about one hundred and thirty (130) feet east of the easterly building line of Greenwich street produced; the easterly track at a point about three hundred and five (305) feet south of the northerly building line of Battery place and about ninety-five (95) feet east of the easterly building line of Greenwich street produced; both tracks extending thence northerly under Battery Park and Greenwich street to a point about seventy (70) feet south of the southerly building line of Vesey street.

The general plan of construction calls for a subsurface railroad having two tracks.

The Contractor will not be required to provide or lay tracks, ties or ballast nor to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the maintenance of traffic and the restoration of pavements and other surfaces.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission.

Bidders must examine the form of contract and the specifications and contract drawings; must visit the location of the work and inform themselves of the conditions along the line of the work and make their own estimates of the facilities and difficulties attending the execution of the work.

A fuller description of the work and other requirements, provisions, details and specifications are given in the form of contract and in the contract drawings therein referred to, which are to be deemed a part of this Invitation. Copies of the form of contract, contract drawings, bond and contractor's proposal may be inspected and purchased at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City.

The City of New York (hereinafter called the "City"), and the Interborough Rapid Transit Company will both be parties to the contract; the Interborough Rapid Transit Company being a party for the purpose of disbursing part of its contribution toward the cost of construction as provided in the contract dated March 19, 1913, between the City and said Company for additional rapid transit railroads. The liability of Interborough Rapid Transit Company will be limited to an amount equal to ninety-five per centum (95%) of the total estimated amount to be paid to the Contractor under the contract.

Partial payments to the Contractor will be made monthly as the work proceeds.

The Contractor must complete the work within thirty-three (33) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities in the sum of Three Hundred Thousand Dollars ($300,000). As further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor.

Sealed bids or proposals will be received at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City, until the 17th day of April, 1914, at twelve fifteen (12.15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission.

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

Every proposal must when submitted be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Routes Nos. 4 and 38, Section No. 1,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received unless accompanied by a separate certified check for fifteen thousand dollars ($15,000), payable to the order of the Comptroller of the City and drawn upon a National or State bank or trust company having its principal office in the City of New York, and satisfactory to the Commission. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

Deposits made by bidders whose proposals are not accepted will be returned within five days after the contract is executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, March 18, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. MCCALL, Chairman.
TRAVIS H. WHITNEY, Secretary. m23,a17

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue Rapid Transit Railroad.

THE PUBLIC SERVICE COMMISSION FOR the First District (hereinafter called the "Commission") invites proposals to construct Section No. 1 of Route No. 33, a part of the Broadway-Fourth Avenue Rapid Transit Railroad.

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

Section No. 1. Beginning at a point under Trinity place, in the Borough of Manhatean, about fifty (50) feet north of the northerly building line of Morris street, thence extending southerly under Trinity place to the southerly building line of Morris street, thence extending southerly and southeasterly through private property in the block bounded by Morris street, Broadway, Battery place and Greenwich street to Broadway, thence extending southeasterly under Broadway and Bowling Green to Whitehall street, thence extending southerly under Whitehall street to a point about twelve (12) feet south of the northerly building line of South street.

The general plan of construction calls for a subsurface railroad having two and three tracks.

The Contractor will not be required to provide or lay tracks, ties or ballast, nor to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the maintenance of traffic and the restoration of pavements and other surfaces.

The method of construction, unless otherwise permitted by the Commission, will be partly by tunneling and partly by trench excavation under cover.

Bidders must examine the form of contract and the specifications and contract drawings; must visit the location of the work and inform themselves of the conditions along the line of the work and make their own estimates of the facilities and difficulties attending the execution of the work.

A fuller description of the work and other requirements, provisions, details and specifications are given in the form of contract and in the contract drawings therein referred to, which are to be deemed a part of this Invitation. Copies of the form of contract, contract drawings, bond and contractor's proposal may be inspected and purchased at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City.

Partial payments to the Contractor will be made monthly as the work proceeds.

The Contractor must complete the work within thirty-two (32) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities in the sum of two hundred thousand dollars ($200,000). As further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 14th day of April, 1914, at twelve fifteen (12.15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission.

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

Every proposal must when submitted be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad, Route No. 33, Section No. 1"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received unless accompanied by a separate certified check for twenty-five thousand dollars ($25,000) payable to the order of the Comptroller of the City and drawn upon a National or State bank or trust company having its principal office in the City of New York, and satisfactory to the Commission. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, March 18, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By EDWARD E. MCCALL, Chairman.
TRAVIS H. WHITNEY, Secretary. m20,a14

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue and Eastern Parkway Rapid Transit Railroad.

The Public Service Commission for the First District (hereinafter called the "Commission") invites proposals to construct Section 1-A, of Route No. 12, a part of the Broadway-Fourth Avenue Rapid Transit Railroad and of the Eastern Parkway Rapid Transit Railroad.

The points within The City of New York between which the said part is to run and the route to be followed are briefly as follows:

Section 1-A. Beginning at a point under Flatbush avenue, in the Borough of Brooklyn, about two hundred and seventy-four (274) feet southeast of the northeast corner of St. Mark's avenue and Flatbush avenue, and extending thence as a six-track structure southeasterly under Flatbush avenue to a point about three hundred and fifty (350) feet southeast of the southeast corner of Plaza street and Flatbush avenue, where the structure divides into two separate structures; a four-track structure curving easterly under the Plaza to a point about fifty-five (55) feet north of the southerly line of St. John's place extended, and a two-track structure continuing southeasterly to a point under the Plaza about fifty-five (55) feet north of the southerly line of St. John's place extended.

The Contractor will not be required to provide or lay tracks, ties or ballast, or to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the maintenance of traffic and the restoration of pavements and other surfaces.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission.

Bidders must examine the form of contract and the specifications and contract drawings, must visit the location of the work and inform themselves of the conditions along the line thereof and make their own estimates of the facilities and difficulties attending the execution of the work.

A fuller description of the work and other requirements, provisions, details and specifications are given in the form of contract and in the contract drawings therein referred to, which are to be deemed a part of this Invitation. Copies of the form of contract, contract drawings, bond and contractor's proposal may be inspected and purchased at the office of the Commission, No. 154 Nassau street, Borough of Manhattan, New York City.

Partial payments to the Contractor will be made monthly as the work proceeds.

The Contractor must complete the work within thirty (30) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities in the sum of two hundred thousand dollars ($200,000). As further security fifteen (15) per centum of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten (10) per centum of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten (10) per centum of the amounts certified from time to time to be due to the Contractor.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau street, Borough of Manhattan, City of New York, until the 27th day of March, 1914, at twelve fifteen (12.15) o'clock p. m., at which time, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission.

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

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Route No. 12, Section No. 1-A,"* and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received unless accompanied by a certified check for fifteen thousand dollars ($15,000) payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company having its principal office in the City of New York, and satisfactory to the Commission. Such check must not be enclosed in the envelope containing the proposal.

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

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

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

Deposits made by bidders whose proposals are not accepted will be returned within five (5) days after the contract is executed and delivered.

The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, March 3, 1914.

PUBLIC SERVICE COMMISSION. FOR THE FIRST DISTRICT.
By EDWARD E. McCALL, Chairman.
TRAVIS H. WHITNEY, Secretary. m6,27

COMMISSIONERS OF SINKING FUND.

Notice of Public Hearing.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Commissioners of the Sinking Fund, in accordance with the provisions of chapter 372 of the Laws of 1907, will hold a public hearing in Room 16, City Hall, Borough of Manhattan, at 11 o'clock in the forenoon on Wednesday, April 8, 1914, relative to a request of the Commissioner of Docks that the Commissioners of the Sinking Fund approve the plan for the alteration and amendment of the plan for improving the waterfront and harbor of The City of New York as adopted by the Commissioner of Docks April 8, 1910, and approved by the Commissioners of the Sinking Fund March 29, 1911, in the vicinity of 60th street, Borough of Brooklyn, City of New York, made and adopted by the Commissioner of Docks in accordance with law February 25, 1914.

The proposed alteration and amendment to the amended new plan approved by the Commissioners of the Sinking Fund March 29, 1911, between 53rd and 63rd streets, Borough of Brooklyn, consist in the discontinuing of the marginal street, wharf or place between 53rd and 63rd streets, the discontinuing of the "additional area for waterfront improvement" between 57th and 63rd streets, the discontinuing of seven (7) piers and their lateral inshore extensions and the bulkhead line between 53rd and 63rd streets, and the establishing of a bulkhead line 500 feet outshore of and parallel with the westerly side of First avenue, extending from the centre line of 59th street southerly a distance of 422.25 feet, also the establishing of a pier 125 feet in width extending from the proposed bulkhead line outshore to the established pierhead line with its northerly side parallel with and distant 148,625 feet southerly from the center line of 59th street, Borough of Brooklyn.

The plan for the alteration and amendment as adopted by the Commissioner of Docks is open for the inspection of any citizen at the office of the Comptroller of The City of New York at all times during business hours until the date of the hearing.

Dated New York March 18, 1914.

JOHN PURROY MITCHEL, Mayor, and Chairman, Commissioners of the Sinking Fund.
m23,28

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The Union Railway Company of New York City has, under date of March 31, 1913, made application to this Board for the grant of the right, privilege and franchise to construct, maintain and operate street surface railway extensions to its existing system upon and along the following routes:

First—East 136th street, from 3d avenue to Lincoln avenue, Borough of The Bronx.

Second—From the intersection of Willis avenue and 134th street, Borough of The Bronx, over the Willis Avenue Bridge and its approaches to 125th street, Borough of Manhattan, and upon and along 125th street, Manhattan street, 12th avenue and West 129th street.

Third—From the intersection of the Willis avenue and Southern boulevard approaches to the Willis Avenue Bridge, upon and over said Southern boulevard or easterly approach to Southern boulevard, in the Borough of The Bronx; and

Whereas, Section 172 of the Railroad Law and sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on April 10, 1913, fixing the date for a public hearing thereon, as May 8, 1913, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Evening Mail" and "New York Press," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for, and proposed to be granted to the Union Railway Company of New York City, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Union Railway Company of New York City, containing the form of the proposed contract for the grant of such franchise or right be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Union Railway Company of New York City the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

This Contract, made and executed in duplicate this day of , 1914, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Union Railway Company of New York City (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate double and single track extensions to its present street surface railway, with the necessary wires and equipment, for the purpose of conveying passengers only in the Boroughs of Manhattan and The Bronx, in The City of New York, upon the following routes, to wit:

First—Beginning at and connecting with the existing tracks of the Company in Lincoln avenue; thence westerly by double track in, upon and along East 136th street to and connecting with the existing tracks of the Company in 3d avenue, Borough of The Bronx, in order that the title of said Company to operate over such route may be perfected and legalized.

Second—Beginning at and connecting with the existing tracks of the Company in Willis avenue, at or near the northerly side of East 134th street, Borough of The Bronx; thence southerly by double track in, upon and along Willis avenue and upon and over the Willis Avenue Bridge and its approaches to East 125th street, Borough of Manhattan; thence by double track westerly in, upon and along said East 125th street and West 125th street to Manhattan street; thence by double track westerly in, upon and along said Manhattan street to West 129th street; thence westerly by single track in, upon and along said Manhattan street to 12th avenue; thence southerly by double track in, upon and along said 12th avenue to West 129th street; thence easterly by single track in, upon and along said West 129th street to Manhattan street, and there connecting with the existing east-bound track in said Manhattan street.

Third—Beginning at and connecting with the above described tracks on the Willis Avenue Bridge at the intersection of the northerly and easterly approaches to said bridge; thence easterly and northerly by double track upon and over said easterly approach to and connecting with the existing tracks in Southern boulevard, Borough of The Bronx.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said routes. The said routes, with turnouts, switches and crossovers, hereby authorized, are shown upon two maps entitled, respectively:

(a) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Borough of The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

(b) "Map Showing Proposed Extension of the Union Railway Co. of New York City, in the Boroughs of Manhattan and The Bronx, City of New York, to accompany petition dated March 31, 1913, to the Board of Estimate and Apportionment."

—each of said maps is signed by Edward A. Maher, Vice-President, and T. F. Mullaney, Chief Engineer, a copy of each of said maps is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing descriptions and the other provisions of this contract may be permitted by resolution of the Board.

The first and third routes above described to be operated by the Company as parts of continuous routes in connection with its existing lines in the Borough of The Bronx and the second route above described to be operated by the Company as part of a continuous route in connection with its existing lines in the Borough of The Bronx, to and over the Willis Avenue Bridge and its approaches, to 125th street in the Borough of Manhattan, and by means of trackage agreements with other companies upon and along 125th street and other streets to the intersection of Manhattan street and 12th avenue, and upon failure of the Company to so operate said routes, the rights hereby granted shall cease and determine.

Nothing in this contract shall be construed as permitting the construction of more than one double track street surface railway upon any of the routes hereinabove described.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said three (3) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—That said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until August 2, 1936, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years, and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested freeholders selected in the following manner:

One disinterested freeholder shall be chosen by the Board; one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

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

(a) The sum of one thousand dollars ($1,000) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years, an annual sum which shall in no case be less than three thousand eight hundred and seventy-five dollars ($3,875), and which shall be equal to three (3) per cent. of its gross annual receipts, if such percentage shall exceed the sum of three thousand eight hundred and seventy-five dollars ($3,875).

During the second term of five (5) years, an annual sum which shall in no case be less than seven thousand one hundred dollars ($7,100), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand one hundred dollars ($7,100).

During the third term of five (5) years, an annual sum which shall in no case be less than seven thousand eight hundred dollars ($7,800), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of seven thousand eight hundred dollars ($7,800).

During the fourth term of five (5) years, an annual sum which shall in no case be less than eight thousand six hundred dollars ($8,600), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of eight thousand six hundred dollars ($8,600).

During the remaining term, expiring August 2, 1936, an annual sum which shall in no case be less than nine thousand four hundred and fifty dollars ($9,450), and which shall be equal to five (5) per cent. of its gross annual receipts, if such percentage shall exceed the sum of nine thousand four hundred and fifty dollars ($9,450).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company from all sources within the limits of the City as shall bear the same proportion to its whole gross receipts as the length of the extensions hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

(c) For the use of the Willis Avenue Bridge and its approaches during the term expiring August 2, 1916, an annual sum of two thousand five hundred dollars ($2,500); during the succeeding term of five (5) years expiring August 2, 1921, an annual sum of two thousand seven hundred and fifty dollars ($2,750), and during the remaining term of fifteen (15) years expiring August 2, 1936, an annual sum of five thousand dollars ($5,000). The compensation herein reserved shall commence from the date on which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

Whenever the percentage required to be paid shall exceed the minimum amount as above, then such sum over and above such minimum shall be paid on or before November 1 in each year for the year ending September 30 next preceding.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law, as amended, and such charges as are required under chapter 340 of the Laws of 1892 to be paid by the Company for these extensions, if said act applies to or controls the Company in relation to the rights and privileges hereby granted.

The City does not and shall not demand or require the payment by the Company of a percentage of gross receipts under the provisions of chapter 340 of the Laws of 1892, on the gross receipts earned on the extensions constructed pursuant to this contract.

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

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the routes hereinbefore described, and the Company shall not at any time oppose, but shall, upon request of the Board, consent to the use for street surface railway purposes of the tracks and appurtenances covered by this grant, or any portion thereof, by any such other corporation or individual which may receive a franchise therefor from the City.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the routes herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted, and of the name of the corporation or individual to which such right has been granted.

At the expiration of the ninety (90) days after the giving of such notice such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company and shall have the right to continue such operation until this contract, or the right to use such property under the terms of this contract granted said corporation or individual by the City, shall expire. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described, such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One fit and impartial person shall be chosen by the Company; one fit and impartial person shall be chosen by such corporation or individual, and the two so chosen shall choose a third fit and impartial person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators, as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privileges. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator, as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Supreme Court upon the application of either party.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues and upon the bridge shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract, and the said streets, avenues and bridge shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues and upon the bridge over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon the bridge and its approaches, or upon private property shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—The portion of said railway in the Borough of Manhattan shall be operated by underground electric power substantially similar to the system of underground electric power now used by the street surface railways in the Borough of Manhattan; provided that any other power may be used, except locomotive steam power, horse power or overhead electric power, which may be lawfully used, approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York. The portion of said railway in the Borough of The Bronx and upon the Willis Avenue Bridge and its approaches, may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of The Bronx; provided that any other power may be used, except locomotive steam power or horse power, which may be lawfully used, approved by the Board and consented to by the abutting property owners in accordance with the provisions of law and by the Public Service Commission for the First District of the State of New York.

Provided, however, that the Board, upon giving to the Company one (1) year's notice, may require the Company to operate its railway upon the whole or upon any portion of the routes herein authorized by underground electric power substantially similar to the system now in use on the street surface railways in the Borough of Manhattan, or by any other practical motive power then in use which does not require the use of poles and overhead wires in the streets and avenues, and upon the bridge and its approaches, and thereupon to discontinue the use of the overhead trolley system, and to remove its poles, wires and other structures used by it for that purpose from the streets, avenues and bridge of the City.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the routes hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway, and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents, and the Company shall not charge any passenger more than five (5) cents for one continuous ride, from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized, other than passenger cars and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders and wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues or bridge in or upon which said railway shall be constructed, shall cause to be watered at least three (3) times every twenty-four (24) hours when the temperature is above thirty-five (35) degrees Fahrenheit, the entire width of the streets, avenues and bridge, except when the width of such streets, avenues and bridge shall exceed sixty (60) feet between the curb lines, in which case the Company shall cause to be watered only sixty (60) feet in width of such roadway, and the Company shall provide for such purpose at least one tank car, the capacity of which shall be sufficient to water such streets, avenues and bridge in a satisfactory manner.

Twentieth—The Company shall at all times keep the streets, aveneus and bridge, upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

And provided, further, that the Company shall, at the option of the Commissioner of Bridges, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of roadway upon the bridge and its approaches.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, or upon the bridge, the Company shall pave and keep in permanent repair that portion of the surface of the street, avenue or bridge in or upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to pave or repair the pavement on the streets after the expiration of twenty (20) days' notice to do so from the President of the Borough having jurisdiction, or in case of the neglect of the Company to pave or repair the pavement on the bridge after the expiration of thirty (30) days' notice so to do from the Commissioner of Bridges, said President or said Commissioner, as the case may be, may pave or repair the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues or upon the bridge, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues, the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall keep and maintain the tracks and the electrical equipment upon the bridge and its approaches necessary for the operation of cars thereon in good order and repair and in such manner as shall be approved and directed by the Commissioner of Bridges, and shall furnish all motive power required by the Commissioner of Bridges for the operation of its cars. If deemed necessary by the Commissioner of Bridges, the Company shall install and operate a system of signals to insure the safe and efficient operation of cars, such system to be approved by the Commissioner of Bridges. The Company shall submit to the Commissioner of Bridges plans and specifications for the proposed construction upon the bridge, which plans and specifications shall be approved by said Commissioner of Bridges before any part of said construction shall be commenced and the Commissioner of Bridges may require the Company to make such alterations in the bridge structure as are necessary in order to permit of the safe operation of cars thereon without in any way impairing the usefulness of the bridge. In the event of any necessity for changing the layout of tracks, curves, switches, sidings or platforms on the bridge, in order to facilitate operation of cars by the Company, said Company must do all the work and furnish all the labor and tools necessary for effecting such changes, which shall all be made under the control and direction of the Commissioner of Bridges, and no such changes or construction connected therewith, or relating thereto, shall be made unless the plan or plans for the same have been first submitted to the Commissioner of Bridges and approved by him.

Twenty-sixth—Before beginning the operation of cars the Company shall file with the Commissioner of Bridges a statement for his approval and assent as to the type of car which it proposes to operate and a sketch showing clearance dimensions, weight on axles and wheel spacing, or such other information as may be required by said Commissioner. All cars operated over the bridge by the Company and all equipment and appliances relating to such operation shall be subject at all times to the inspection of the Commissioner of Bridges or his authorized representatives, who shall have power to forbid the entrance to the bridge of cars which may for any reason be unsatisfactory, and who shall have power to direct the removal of any old or inadequate appliance and the substitution therefor of appliances of approved character.

Said Commissioner may adopt rules and regulations in regard to the number of cars to be operated over the bridge, the rate of speed of said cars, the movement and headway thereof, the type and weight of cars to be used and the condition thereof, the switching of cars and the use of platforms and the control of the electrical current used by the Company, and the said Commissioner may alter and amend any such rules and regulations so as to secure the safety and comfort of persons using the bridge and preserve the purposes for which the bridge was constructed, and, upon serving notice upon the Company that such rules and regulations have been made, amended or altered, the Company shall comply with all the requirements thereof.

Twenty-seventh—Nothing in this contract shall be deemed to affect in any way the right of the Commissioner of Bridges to make any alterations or changes in the construction, operation or management of the bridge or to affect in any way the control of such Commissioner over such bridge, as provided by the Charter of the City.

Twenty-eighth—The Company shall submit to the Board a report not later than November 1 of each year, for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

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

Twenty-ninth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company, for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Thirtieth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board or of the Commissioner of Bridges, acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by vitrue of this contract shall thereupon become the property of the City without proceedings at law or in equity, Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Thirty-first—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment, as herein provided, in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets or of the bridge shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Thirty-second—The Company shall assume all liability to persons or property by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirty-third—This grant is upon the express condition that any and all sums of money or any securities heretofore deposited with the Comptroller by the Company under and pursuant to franchises heretofore granted to it by the City for the faithful performance by the Company of the several franchises so granted, shall likewise form a fund for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board or of the Commissioner of Bridges acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street and bridge pavement, the repair and maintenance of tracks and equipment upon the bridge and its approaches, and the removal of snow and ice and the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same with interest, from the said fund after (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board hereunder, relating to the headway, heating and lighting of cars, fenders, wheel-guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters.

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

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice in writing, pay to the City a sum sufficient to restore said security fund to the original amount, and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal right, remedies or causes of action belonging to the City.

Thirty-fourth—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the city, postage prepaid, addressed to the Company at the city. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-fifth—The words "streets or avenues" and "streets and avenues," wherever used in this contract shall be deemed to mean streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement, encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-sixth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights, and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Section 3. The grant of this privilege to the Company is likewise subject to the following conditions:

This contract shall not become operative until the Company shall procure and cause to be executed and approved in proper form for record and duly delivered to the Board of Estimate and Apportionment.

First—An agreement with the Third Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on 125th street, between 1st avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon the failure of the said Third Avenue Railway Company for any reason at any time hereafter to permit the use of its tracks on 125th street, between 1st avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Second—An agreement with the Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, wherein said Company shall agree to permit the use of its tracks on Manhattan street, from 125th street to 12th avenue; on 12th avenue, from Manhattan street to West 129th street, and on West 129th street, from 12th avenue to Manhattan street; by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, and the compensation for such use shall not exceed the terms provided by section 2-Fifth of this contract. Upon the failure of the said Forty-second Street, Manhattanville and St. Nicholas Avenue Railway Company, for any reason at any time hereafter, to permit the use of its tracks on Manhattan street, between West 125th street and 12th avenue; 12th avenue, between Manhattan street and West 129th street, and West 129th street, between 12th avenue and Manhattan street, by the Company, its successors or assigns, the City or any other company to which the City may, after the termination of this contract, grant or lease rights, the rights hereby granted shall cease and determine.

Section 4. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

Section 5. This grant is also upon the further and express condition that the provisions of article 5, and the other provisions of the Railroad Law pertinent hereto, shall be strictly complied with by the Company.

Section 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK,
By
Mayor.

[CORPORATE SEAL]
Attest:
City Clerk.

UNION RAILWAY COMPANY OF NEW YORK CITY,
By
President.

[SEAL.]
Attest:
Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and the terms and conditions, including the provisions as to rates, fares and charges are as hereinbefore specified, and fully set forth in and by the foregoing form of proposed contract, for the grant of such franchise or right;

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the Union Railway Company of New York City, and the said form of a proposed contract for the grant of such franchise or right containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to Friday, April 17, 1914, in the CITY RECORD and at least twice during the ten (10) days immediately prior to Friday, April 17, 1914, in two (2) daily newspapers, to be designated by the Mayor therefor, and published in The City of New York, at the expense of the Union Railway Company of New York City, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment before authorizing any contract for the grant of a franchise applied for by the Union Railway Company of New York City, and fully set forth and described in the foregoing form of proposed contract, or the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board, to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Friday, April 17, 1914, at 10.30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

(The New York Tribune and The New York Press designated.)

JOSEPH HAAG, Secretary.
Dated New York, March 6, 1914. m25,a17

PUBLIC NOTICE IS HEREBY GIVEN THAT the public hearing on a form of contract modifying contract dated July 10, 1912, granting a franchise to the Manhattan Bridge Three Cent Line by substituting a route on Fulton street, Ashland place and Lafayette avenue, Borough of Brooklyn, for a portion of its existing route, which was, by resolution duly adopted November 20, 1913, fixed for December 24, 1913, and on that date continued until January 9, 1914, when it was continued until January 23, 1914, and on that date continued until February 6, 1914, when it was continued until the meeting of February 20, 1914, when it was continued until March 6, 1914, and then continued until March 20, 1914, was continued until the meeting of April 3, 1914, at 10.30 o'clock a. m., in Room 16, City Hall, Borough of Manhattan, at which time and place all persons interested will have an opportunity to appear and be heard.

JOSEPH HAAG, Secretary.
Dated New York, March 20, 1914. m23,a3

Notices of Public Hearings.

PUBLIC IMPROVEMENT MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day the following communication was received.

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

The Public Service Commission for the First District hereby transmits to your honorable

Board for your approval and the approval of the Mayor of the City, as required by law, a certified copy of a resolution adopted by it on the 6th day of March, 1914, determining and establishing a route and general plan of construction for an additional rapid transit railroad in the Borough of Brooklyn ,in The City of New York, to be known as the Utica Avenue Route.

This route begins at a point in Eastern parkway, between Albany avenue and Troy avenue, where a connection can be made with the Eastern Parkway Line described in the contract dated March 19, 1913, between The City of New York and Interborough Rapid Transit Company, known as Contract No. 3, and thence extends under Eastern parkway, curving into Utica avenue and thence under and along Utica avenue to Flatbush avenue. From the point south of Eastern parkway this route is identical with the route heretofore approved by your honorable Board on September 30, 1910. That portion of the route heretofore approved by your honorable Board north of Eastern parkway is not desired by the abutting property owners ,and their opposition led to the refusal of the Appellate Division in the Second Department to approve the former route. The route now adopted is desired by the abutting property owners, and it is probable that consents therefor can promptly be obtained.

Dated New York, March 19, 1914.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

(Seal.) .By EDWARD E. MCCALL, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

—and the following resolutions were thereupon adopted:

Resolved, That the communication be received and, in pursuance of law, this Board hereby fixes Friday, March 27, 1914, at 10.30 o'clock a. m., and Room 16, City Hall, Borough of Manhattan, as the time and place, when and where such plans and conclusions shall be considered; and be it further

Resolved, That the Secretary of this Board be and he is hereby directed to cause notice of such consideration to be published in the CITY RECORD.

JOSEPH HAAG, Secretary.

Dated New York, March 20, 1914. m23,27

BOARD OF ASSESSORS.

Completion of Assessments.

PUBLIC NOTICE IS HEREBY GIVEN TO the owner or owners of all houses and lots, improved and unimproved lands affected thereby, that the following proposed assessments have been completed and are lodged in the office of the Board of Assessors for examination by all persons interested, viz:

Borough of Manhattan.

3978 Paving and curbing Northern Ave. from a point 1,092 feet north of 181st St. to the south side of 190th St. Affecting Block No. 2179.

4005 Sewer and appurtenances on the northerly side of West 155th St. between Riverside Drive and Broadway. Affecting Block No. 2134.

Borough of Queens.

3387 Regulating, curbing and paving Munson St. between Fulton Ave. and Franklin St., First Ward. Together with a list of awards for damages caused by a change of grade.

3918 Paving Ninth Ave. between Jackson and Graham Aves., First Ward.

3923 Regulating and paving Radde St. between North Jane St. and Payntar Ave., First Ward.

3927 Regulating and paving Seventeenth Ave. between Jackson and Van Deventer Aves., First Ward.

3933 Paving Webster Ave. from Vernon Ave. to Jackson Ave., First Ward.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

3638 Sewer and appurtenances in Hamilton St. between Harris Ave. and South Jane St., First Ward. Affecting Block Nos. 163 and 164.

3920 Sewer and appurtenances in Potter Ave. between Lawrence St. and Second Ave., First Ward. Affecting Block Nos. 91 and 92.

3975 Sewer and appurtenances in Hancock St. from Webster Ave. to the crown north of Pierce Ave.; in Washington Ave., from Hancock St. to the Boulevard; and in Pierce Ave. from Hancock St. to the Boulevard, First Ward. Affecting Block Nos. 14, 15, 20, 21, 44 and 45.

3976 Sewer and appurtenances in Hamilton Ave., Walnut St., Briggs Ave. and Church St., between Liberty and Jerome Aves.; and in Kimball Ave. between Stoothoff and Lefferts Aves., Fourth Ward. Affecting Block Nos. 551 to 560.

4007 Laying sidewalks in Ninth St. between Van Alst and East Aves., First Ward. Affecting property in front of which work was done.

Borough of Richmond.

3993 Sewers in Britton Ave. from Clove Ave. to De Kalb St., and in Oder Ave. from a point about 200 feet south of De Kalb St. to a point about 110 feet north of Clove Ave. Affecting Plots 14 and 18, Fourth Ward.

3997 Sewer in Maryland Ave. from the Staten Island Rapid Transit Railroad to Tompkins Ave. Affecting Plots 4 and 5, Fourth Ward.

4000 Sewer in Pleasant Valley Ave. from Van Duzer St. to a point about 960 feet westerly therefrom. Affecting Plot 12, Second Ward.

4001 Sewer in Winegar Place (Knox St.) from the end of the public sewer at a point about 200 feet south of Henderson Ave. southerly to a point about 110 feet north of Market St. Affecting Plot 3, Block Nos. 7A and 7B, First Ward.

3678 Regulating and grading Lyman Ave. between Summer St. and Tompkins Ave. Together with a list of awards for damages caused by a change of grade.

Borough of Brooklyn.

3311 Regulating, grading, curbing and flagging Hendrix St. between New Lots and Wortman Aves. Together with a list of awards for damages caused by a change of grade.

3938 Regulating, grading, curbing and flagging Kingston Ave. between President and Malbone Sts.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

2858 Sewer in 48th St. between Ninth and Tenth Aves. Affecting Block Nos. 5625 and 5631.

3712 Sewer in Thirteenth Ave. between 56th and 57th Sts. Affecting Block Nos. 5690 and 5691.

3713 Sewers in 44th St. between 7th and 9th Aves.; in 8th Ave. between 44th and 49th Sts.; in 9th Ave. between 44th and 47th Sts.; in 47th St. between 9th and 10th Aves.; and in 10th Ave. between 47th and 50th Sts. Affecting Block Nos. 732, 733, 741, 742, 750, 751, 759, 760, 768, 769, 777, 778, 5607, 5613, 5619, 5625, 5626, 5631, 5632, 5637 to 5639.

3747 Sewer in First St. between Foster and Webster Aves. Affecting Block Nos. 5417, 5418, 5421, 5424, 5425, 5428 and 5429.

3879 Sewer Basins on the east side of Coney Island Ave. about 380 feet south of Avenue J; about 140 feet north of Avenue M; about 90 feet south of Avenue M and at the northeast and southeast corners of Avenue N. Affecting Block Nos. 6713, 6731, 6740 and 6749.

3882 Sewer in Glenwood Road between Brooklyn Ave. and East 40th St.; in East 37th St. from Glenwood Road to the end of the existing sewer about 118 feet north of Glenwood Road; and in East 40th St. between Glenwood Road and Farragut Road. Affecting Block Nos. 5011 to 5015, 7564, 7565, 7722 to 7724.

3950 Sewer in Canarsie Lane from Bedford Ave. to East 26th St., from Rogers Ave. to East 28th St., and from East 29th St. to Nostrand Ave. Affecting Block Nos. 5168 to 5171 and 5173.

3955 Sewers in Fort Hamilton Parkway, east side, from 42nd St. to 43rd St. Affecting Block No. 5597.

3960 Sewer in 94th St. from Marine Ave. to Shore Road. Affecting Block Nos. 6104 and 6111.

3962 Sewer in New Utrecht Ave., west side, from a point about 80 feet north of 63rd St. to 66th St., and in 63rd St. from New Utrecht Ave. to 14th Ave. Affecting Block Nos. 5727, 5734, 5741, 5748 and 5755.

3967 Sewer in 78th St. from Second Ave. to Narrows Ave. Affecting Block Nos. 5957, 5958, 5966 and 5967.

3971 Sewers in Terrace Place between Coney Island Ave. and Prospect Ave. Affecting Block Nos. 5256 and 5257.

All persons whose interests are affected by the above named proposed assessments, and who are opposed to the same, or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, 320 Broadway, New York, on or before April 21, 1914, at 10 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

ALFRED P. W. SEAMAN, WM. C. ORMOND, JACOB J. LESSER, Board of Assessors.

ST. GEORGE B. TUCKER, Secretary, 320 Broadway, City of New York, Borough of Manhattan.

March 21, 1914. m21,a1

Annual Apportionment and Assessment.

NOTICE IS HEREBY GIVEN BY THE Board of Assessors of The City of New York that on March 27, 1914, at 10 a. m., at their office at No. 320 Broadway, Borough of Manhattan, City of New York, they will meet to make the annual apportionment and assessment required for local improvements in the former town of Gravesend, County of Kings, under the provisions of Chapter 118 of the Laws of 1892, as amended by Chapter 171 of the Laws of 1893, at which time and place all parties interested in the lands to be affected by any such apportionment and assessment shall be entitled to be heard before said board upon the questions of such apportionment and assessment. The proposed apportionment and assessment are now open for inspection.

ALFRED P. W. SEAMAN, President; WILLIAM C. ORMOND, JACOB J. LESSER, Board of Assessors.

ST. GEORGE B. TUCKER, Secretary.

February 27, 1914. f27,m27

BOROUGH OF MANHATTAN.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, MUNICIPAL BUILDING, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the offices, Commissioner of Public Works, Room 2034, Municipal Building, until 2 o'clock p. m., on

WEDNESDAY, APRIL 1, 1914.

NO. 1. FOR FURNISHING AND DELIVERING SUPPLIES, AS FOLLOWS:

ITEM A. 1,000 CUBIC YARDS OF WASHED GRAVEL OR GRITS, TO BE DELIVERED AT CORPORATION YARDS.

ITEM B. 1,100 CUBIC YARDS OF WASHED GRAVEL OR GRITS, TO BE DELIVERED ALONG MACADAM ROADS.

The time allowed for the completion of the contract is until December 31st, 1914.

The amount of security required will be Seven Hundred Dollars ($700), and the amount of deposit accompanying the bid shall be five per cent. (5%) of the amount of security.

The bidder must deposit samples with the Borough President, at the office of the Chief Engineer of Highways, Room 2124, Municipal Building, at or before the time of making his bid.

NO. 2. FOR FURNISHING AND DELIVERING 5,500 CUBIC YARDS OF ASPHALT WEARING SURFACE SAND, TO BE DELIVERED AT THE MUNICIPAL ASPHALT PLANT, SITUATED AT THE EAST RIVER, BETWEEN 90TH AND 91ST STS., BOROUGH OF MANHATTAN.

The time allowed for the performance of the contract is until December 31, 1914.

The amount of security required is $1,200, and the amount of deposit accompanying the bid shall be five (5) per cent. of the amount of security.

The bidder must deposit with the Borough President, at the office of the Chief Engineer of the Bureau of Highways, Room 2124, Municipal Building, at or before the time of making his bid, samples as required by the specifications.

NO. 3. FOR FURNISHING AND DELIVERING SUPPLIES, AS FOLLOWS:

6,000 CUBIC YARDS OF WASHED GRAVEL.

The time allowed for the completion of the contract is until December 31, 1914.

The amount of security required will be Twenty-five Hundred Dollars ($2,500), and the amount of deposit accompanying the bid shall be five per cent. (5%) of the amount of security.

The bidder must deposit samples with the Borough President, at the office of the Chief Engineer of Highways, Room 2124, Municipal Building, at or before the time of making his bid.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard, or other unit of measure or article, by which the bids will be tested. The extensions must be made and footed up.

Blank forms and specifications may be had at the office of the Commissioner of Public Works, Bureau of Highways, Room 2124, Municipal Building, Borough of Manhattan.

m21,a1 MARCUS M. MARKS, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF PUBLIC CHARITIES.

Proposals.

DEPARTMENT OF PUBLIC CHARITIES, FOOT OF E. 26TH ST., NEW YORK.

TO CONTRACTORS.

PROPOSALS FOR BIDS OR ESTIMATES.

SEALED BIDS OR ESTIMATES WILL BE reecived by the Department of Public Charities at the above office until 2.30 o'clock p. m., on

THURSDAY, APRIL 2, 1914.

FOR FURNISHING AND DELIVERING CANNED GOODS, DRIED FRUITS, GROCERIES, CEREALS AND COFFEE.

The time for the performance of the contract is during the year 1914.

No bond will be required with the bid, as heretofore, but will be required upon awarding of the contract in an amount equal to thirty per cent. of the contract.

No bid will be considered unless it is accompanied by a deposit, which shall be in the form of money or certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or corporate stock or certificates of indebtedness of any nature issued by The City of New York and approved by the Comptroller as of equal value to the security required. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder shall state the price per pound, or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder on each line or item, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

A bid sheet must accompany the bid inclosed in the envelope marked "Original."

Blank forms and further information may be obtained at the office of the Storekeeper of the Department, foot of E. 26th st., Borough of Manhattan.

JOHN A. KINGSBURY, Commissioner.

Dated March 20, 1914. m21,a2

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD MEETINGS.

Board of Aldermen.

The Board of Aldermen meets in the Aldermanic Chamber, City Hall, every Tuesday, at 1.30 o'clock p. m.

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

Board of Estimate and Apportionment.

The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16), City Hall, every Friday, at 10.30 o'clock a. m.

JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.

The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesday, at 11 a. m., at call of the Mayor.

JOHN KORB, JR., Secretary.

Board of Revision of Assessments.

The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Friday, at 11 a. m., upon notice of the Chief Clerk.

JOHN KORB, JR., Chief Clerk.

Board of City Record.

The Board of City Record meets in the City Hall at call of the Mayor.

DAVID FERGUSON, Supervisor, Secretary.

BOROUGH OF QUEENS.

Proposals.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF QUEENS, THIRD FLOOR OF THE BOROUGH HALL, 5TH ST. AND JACKSON AVE., LONG ISLAND CITY, BOROUGH OF QUEENS, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at the above office until 11 o'clock a. m., on

WEDNESDAY, APRIL 1, 1914.

NO. 1. FOR REPAVING WITH ASPHALTIC CONCRETE PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION IN THE ROCKAWAY PLANK ROAD FROM THE ROCKAWAY BEACH DIVISION OF THE L. I. R. R. TO LEFFERTS AVE., FOURTH WARD.

The time allowed for doing and completing the above work will be sixty (60) working days.

The amount of security required will be Eight Thousand Dollars ($8,000).

The Engineer's estimate of the quantities is as follows:

1,750 cubic yards concrete in place, outside of railroad franchise area.

10,200 square yards asphaltic concrete pavement (laid outside of the railroad franchise area), with maintenance for five (5) years.

60 cubic yards concrete in place, within the railroad franchise area.

350 square yards asphaltic concrete pavement (laid within the railroad franchise area), and no maintenance.

100 square yards stone gutters, furnished and laid.

75 linear feet 12" cast iron pipe in place.

100 linear feet 12" vitrified pipe in place.

2 new catch basins (Standard Bureau of Highways).

50 cubic yards broken stone in place.

NO. 2. FOR REGULATING, GRADING AND CURBING, TOGETHER WITH ALL WORK INCIDENTAL THERETO, IN 11TH AVE., FROM GRAND AVE. TO NEWTOWN ROAD, FIRST WARD.

The time allowed for doing and completing the above work will be fifty (50) working days.

The amount of security required will be One Thousand Dollars ($1,000).

The Engineer's estimate of the quantities is as follows:

6,500 cubic yards earth excavation.

50 cubic yards of rock excavation.

950 linear feet new bluestone curb.

50 linear feet of old curb, redressed and reset, not to be bid for.

120 square feet of old crosswalks, redressed and relaid, not to be bid for.

NO. 3. FOR PAVING WITH A PERMANENT PAVEMENT CONSISTING OF ASPHALT BLOCK ON A CONCRETE FOUNDATION SIX INCHES IN THICKNESS, AND ALL WORK INCIDENTAL THERETO, IN 2D AVE., FROM THE SOUTH SIDE OF POTTER AVE. TO THE NORTH SIDE OF DITMARS AVE., FIRST WARD.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be Six Thousand Dollars ($6,000).

The Engineer's estimate of the quantities is as follows:

900 linear feet old curb, redressed and reset, not to be bid for.

1,125 cubic yards of concrete.

6,750 square yards of asphalt block pavement, including mortar bed, sand joints and five (5) years' maintenance.

NO. 4. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS AND CROSSWALKS, AND ALL WORK INCIDENTAL THERETO, IN ANABLE ST., FROM VAN DAM ST. TO NEW CALVARY CEMETERY, FIRST AND SECOND WARDS.

The time allowed for doing and completing the above work will be one hundred and fifty (150) working days.

The amount of security required will be Ten Thousand Dollars ($10,000).

The Engineer's estimate of the quantities is as follows:

7,600 cubic yards earth excavation.

100 cubic yards of rock excavation.

16,000 cubic yards of embankment (in excess of excavation).

1,200 linear feet new bluestone curb.

8,800 linear feet of cement curb with steel nosing and one (1) year's maintenance.

5,000 square feet new flagstone sidewalk.

35,000 square feet cement sidewalk, and one (1) year's maintenance.

4,500 square feet new crosswalks.

10 cubic yards of concrete.

500 square yards of stone gutters, furnished and laid.

NO. 5. FOR PAVING WITH A PERMANENT PAVEMENT OF SHEET ASPHALT ON A CONCRETE FOUNDATION SIX INCHES THICK, AND ALL WORK INCIDENTAL THERETO, IN WASHINGTON AVE., FROM 5TH AVE. TO 9TH AVE., FIRST WARD.

The time allowed for doing and completing the above work will be forty (40) working days.

The amount of security required will be Three Thousand Dollars ($3,000).

The Engineer's estimate of the quantities is as follows:

30 linear feet of cement curb with steel nosing, not to be bid for.

100 square feet of old flagstone sidewalk, retrimmed and relaid, not to be bid for.

690 cubic yards of concrete, in place.

4,140 square yards of sheet asphalt pavement, including binder course, and five (5) years' maintenance.

50 square yards of asphalt block pavement, relaid, not to be bid for.

NO. 6. FOR REGULATING, GRADING, CURBING, FLAGGING (WHERE NOT ALREADY DONE TO GRADE AND IN GOOD CONDITION), TOGETHER WITH ALL WORK INCIDENTAL THERETO, IN HUGHES ST., FROM FRESH POND ROAD TO FREMONT ST., SECOND WARD.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be One Thousand Two Hundred Dollars ($1,200).

The Engineer's estimate of the quantities is as follows:

300 cubic yards of earth excavation.

100 cubic yards of embankment (in excess of excavation).

50 linear feet of old concrete curb reset.

2,000 linear feet of cement curb with steel nosing and one (1) year's maintenance.

9,500 square feet cement sidewalk and one (1) year's maintenance.

2 sewer manholes adjusted.

NO. 7. FOR REGULATING AND PAVING WITH A PERMANENT PAVEMENT CONSISTING OF SHEET ASPHALT ON A CONCRETE FOUNDATION SIX (6) INCHES IN THICKNESS, AND ALL WORK INCIDENTAL THERETO, IN EAST AVE., FROM 9TH ST. TO NOTT AVE., FIRST WARD.

The time allowed for doing and completing the above work will be thirty (30) working days.

The amount of security required will be Three thousand Dollars ($3,000).

The Engineer's estimate of the quantities is as follows:

600 cubic yards of concrete, in place.

3,600 square yards of sheet asphalt pavement, including binder course, and five (5) years' maintenance.

NO. 8. FOR FURNISHING AND DELIVERING SIGNS, POSTS AND HARDWARE MATERIALS FOR ASSEMBLING AND REPAIRING STREET SIGNS IN THE BOROUGH OF QUEENS.

The time allowed for doing and completing the above work will be seventy-five (75) calendar days.

The amount of security for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

The bidder must state the price of each item or article contained in the specification or schedule herein contained or hereafter annexed, per square yard, linear foot or other unit of measure, by which the bids will be tested. The extensions must be made and footed up as the bids will be read from a total. Bids will be compared and the contract awarded at a lump or aggregate sum. Blank forms may be obtained and the plans or drawings may be seen at the office of the President of the Borough of Queens.

Dated March 21st, 1914.

MAURICE E. CONNOLLY, President.

m21,a1

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SUPREME COURT — FIRST DEPARTMENT.

Filing Preliminary Abstracts.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the widening of EAST ONE HUNDRED AND SIXTY-SEVENTH STREET, from WEBSTER AVENUE to CLAY AVENUE, in the Twenty-third Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, Room 1557, 15th floor, Municipal Building, Centre and Chambers streets, in the Borough of Manhattan, in The City of New York, on or before the 15th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 17th day of April, 1914, at 3 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, Room 1557, 15th floor, Municipal Building, Centre and Chambers streets, in the Borough of Manhattan, in The City of New York, on or before the 15th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 20th day of April, 1914, at 3 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 6th day of March, 1913, and that the said area of assessment

includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line midway between East One Hundred and Sixty-seventh street and East One Hundred and Sixty-eighth street, as these streets are laid out between Clay avenue and Webster avenue, and by the prolongations of the said line; on the east by the westerly right of way line of the New York and Harlem Railroad; on the south by a line midway between East One Hundred and Sixty-sixth street and East One Hundred and Sixty-seventh street as these streets are laid out between Findlay avenue and Teller avenue, and by the prolongations of the said line, and on the west by a line midway between College avenue and Findlay avenue.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, Room 1529, 15th floor, Municipal Building, Centre and Chambers streets, in the Borough of Manhattan, in said City, there to remain until the 17th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 22d day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, February 26th, 1914.

JOHN J. HYNES, Chairman; E. MORTIMER BOYLE, MARTIN C. DYER, Commissioners of Estimate; E. MORTIMER BOYLE, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. m26,a11

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of REVIEW PLACE, from West Two Hundred and Thirty-eighth street to Van Cortlandt Park South; and WEST TWO HUNDRED AND FORTIETH STREET, from Spuyten Duyvil road to Broadway, subject, however, to the Interborough Rapid Transit Company's easement for the maintenance and operation of its elevated railroad structure, constructed in West Two Hundred and Fortieth street, between Spuyten Duyvil road and Broadway, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, in Room 1557, 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in The City of New York, on or before the 13th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 15th day of April, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office in Room 1557, 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in The City of New York, on or before the 13th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 16th day of April, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 6th day of March, 1913, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the easterly line of Spuyten Duyvil road midway between its intersection with the northerly line of West Two Hundred and Fortieth street and the point of curve near West Two Hundred and Forty-second street, and running thence eastwardly in a straight line to a point on the westerly line of Broadway, midway between its intersection with the northerly line of West Two Hundred and Fortieth street and the point or curve near West Two Hundred and Forty-second street; thence eastwardly at right angles to Broadway a distance of 175 feet; thence southwardly and parallel with Broadway to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Van Courtlandt Park South, the said distance being measured at right angles to Van Courtlandt Park South; thence eastwardly and parallel with Van Courtlandt Park South to the intersection with a line at right angles to Van Courtlandt Park South and passing through a point on its southerly side where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Review place and the westerly line of Putnam Avenue West as these streets adjoin Van Courtlandt Park South; thence southwardly along the said line at right angles to Van Courtlandt Park South to the intersection with its southerly side; thence southwardly along the said bisecting line to the intersection with a line distant 100 feet easterly from and parallel with the easterly line of Review place, the said distance being measured at right angles to Review place; thence southwardly along the said line parallel with Review place and along the prolongation of the said line to a point distant 100 feet southerly from the southerly line of West Two Hundred and Thirty-eighth street; thence westwardly and parallel with West Two Hundred and Thirty-eighth street to the intersection with the prolongation of a line midway between Broadway and Review place; thence northwardly along the said line midway between Broadway and Review place and along the prolongation of the said line to the intersection with the prolongation of a line midway between West Two Hundred and Thirty-eighth street and West Two Hundred and Fortieth street, as these streets adjoin Broadway on the west; thence westwardly along the said line midway between West Two Hundred and Thirty-eighth and West Two Hundred and Fortieth streets and along the prolongations of the said line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the northerly line of West Two Hundred and Thirty-eighth street and the southerly line of West Two Hundred and Fortieth street, as these streets are laid out between Tibbett avenue and the Corlear avenue; thence westwardly along the said bisecting line to the intersection with the easterly line of Spuyten Duyvil road; thence westwardly at right angles to Spuyten Duyvil road to a point distant 100 feet westerly from its westerly side; thence northwardly and always distant 100 feet westerly from and parallel with the westerly line of Spuyten Duyvil road to the intersection with a line at right angles to Spuyten Duyvil road and passing through the point of beginning; thence eastwardly along the said line at right angles to Spuyten Duyvil road to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in Room 1529 15th floor, Municipal Building, Chambers street and Centre street, in the Borough of Manhattan, in said City, there to remain until the 15th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 4th day of June, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 10th, 1914.

E. MORTIMER BOYLE, Chairman; CLARENCE C. ROGERS, WM. H. BIRKMIRE, Commissioners of Estimate; E. MORTIMER BOYLE, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. m24,a9

Filing of Final Reports.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of VAN CORTLANDT PARK SOUTH, from Broadway to Mosholu Parkway, excluding the right of way of the New York and Putnam Railroad, in the Twenty-fourth Ward, Borough of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE final reports of the Commissioners of Estimate and of the Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 7th day of April, 1914 at 10.15 o'clock in forenoon of that day; and that the said final reports have been deposited in the Office of the Clerk of the County of the Bronx, in the Bronx Court House, East One Hundred and Sixty-first street and Third avenue, there to remain for and during the space of five days, as required by law.

Dated New York, March 24th, 1914.

E. MORTIMER BOYLE, WILLIAM CONOVER, EARNEST R. ECKLEY, Commissioners of Estimate; EARNEST R. ECKLEY, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. m24,28

SUPREME COURT—SECOND DEPARTMENT.

Filing of Final Report.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee to the lands, tenements and hereditaments required for the purpose of opening and extending NEWKIRK AVENUE, from NOSTRAND AVENUE to BROOKLYN AVENUE, in the Twenty-ninth Ward of the Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental final report of the Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof to be held in the County Court House, in the Borough of Brooklyn, City of New York, on the 2nd day of April, 1914, at 10 o'clock in the forenoon of that day, and that the said final report has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of five days, as required by law.

Dated New York, March 27th, 1914.

FRANK J. SULLIVAN, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. m27,a1

Hearings on Qualifications.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose, to AN EASEMENT FOR SEWER PURPOSES, BETWEEN KNOX STREET AND BROADWAY, north of Franklin street, in the First Ward, Borough of Richmond, City of New York, which said easement is shown on a map adopted by the Board of Estimate and Apportionment on September 25, 1913.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Sepreme Court of the State of New York, Second Department, bearing date the 13th day of March, 1914, and duly entered and filed in the office of the Clerk of the County of Richmond on the 20th day of March, 1914, Frank H. Curry, William A. Shortt and W. W. Whitford, Esqrs., were appointed Commissioners of Estimate in the above entitled proceeding, and that in and by the said order Frank H. Curry, Esq., was appointed the Commissioner of Assessment.

Notice is further given that, pursuant to the statutes in such cases made and provided, the said Frank H. Curry, William A. Shortt and W. W. Whitford, Esqrs., will attend at a Special Term for the hearing of motions of the Supreme Court of the State of New York, Second Department, held in and for the County of Kings, at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 7th day of April, 1914, at the opening of the Court on that day, or as soon thereafter as Counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in the said proceeding, as to their qualifications to act as such Commissioners.

Dated New York, March 26th, 1914.

FRANK L. POLK, Corporation Counsel, Hall of Records, Borough of Manhattan, City of New York. m26,a6

Filing Bill of Costs.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to the lands and premises required for the opening and extending of "CRESCENT" (although not yet named by proper authority), from Hunter avenue to Winthrop avenue, in the First Ward, Borough of Queens, in The City of New York.

NOTICE IS HEREBY GIVEN THAT THE supplemental and additional bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held for the hearing of motions, at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 9th day of April, 1914, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said supplemental and additional bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Queens, there to remain for and during the space of ten days, as required by law.

Dated New York, March 26, 1914.

JAS. INGRAM, HARRY T. WEEKS, GEO. J. RYAN, Commissioners of Estimate and Assessment.

WALTER C. SHEPPARD, Clerk. m26,a6

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title in fee, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of SEVENTY-FIRST STREET from FIFTEENTH AVENUE to NEW UTRECHT AVENUE, and from SEVENTEENTH AVENUE to BAY PARKWAY, in the Thirtieth Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held at the County Court House, in the Borough of Brooklyn, in The City of New York, on the 2d day of April, 1914, at 10 o'clock in the forenoon of that day, or as soon thereafter as Counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of Kings, there to remain for and during the space of ten days, as required by law.

Dated New York, March 20th, 1914.

DAVID HIRSHFIELD, WILLIAM McKINNY, ROGER GALLAGHER, Commissioners of Estimate; ROGER GALLAGHER, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. m20,31

Filing Preliminary Abstracts.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, in fee, wherever the same has not been heretofore acquired to the lands and premises required for the opening and extending of CYPRESS AVENUE, between Sixteenth street and Broadway, in the Third Ward, Borough of Queens, City of New York, as amended and corrected by an order of the Supreme Court, Second Department, dated December 17, 1912, and entered in the office of the Clerk of the County of Queens on December 19, 1912, so as to relate to CYPRESS AVENUE (California avenue), from Sixteenth street (Dutchess street) to the centre line of Broadway (Jackson avenue), and THIRTIETH STREET (Rattoone street), from Cypress avenue (California avenue) to the centre line of Broadway (Jackson avenue) as now laid out.

The land to be acquired in this proceeding is more particularly bounded and described in the petition thereto attached.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 16th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 20th day of April, 1914, at 2.30 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 16th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 21st day of April, 1914, at 2.30 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the amended area of assessment for benefit by the Board of Estimate and Apportionment on the 13th day of June, 1912, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the easterly line of Sixteenth street (Dutchess street) where it is intersected by a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Sanford avenue and the northerly line of Cypress avenue (California avenue) as these streets are laid out adjoining Sixteenth street (Dutchess street) on the east, and running thence eastwardly along the said bisecting line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Sanford avenue and the northerly line of Cypress avenue (California avenue) as these streets are laid out between Twenty-second street (Joslin street) and Twenty-third street (Kendall place); thence eastwardly along the said bisecting line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the southerly line of Broadway (Jackson avenue) and the northerly line of Cypress avenue (California avenue) as these streets are laid out east of Twenty-sixth street (Norwood place); thence eastwardly along the said bisecting line to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Cypress avenue (California avenue), the said distance being measured at right angles to Cypress avenue; thence eastwardly along the said line parallel with Cypress avenue (California avenue) and along the prolongation of the said line to a point distant 100 feet easterly from the easterly line of Thirty-first street (Stiles place); thence southwardly and parallel with Thirty-first street (Stiles place) to the intersection with the prolongation of a line midway between Cypress avenue (California avenue) and Franconia avenue; thence westwardly along the said line midway between Cypress avenue (California avenue) and Franconia avenue and along the prolongation of the said line to the intersection with the easterly line of Sixteenth street (Dutchess street); thence northwardly along the easterly line of Sixteenth street (Dutchess street) to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings, in the Law Department of The City of New York, in the Municipal Building, Court House Square, in the Borough of Queens, in said City, there to remain until the 20th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof for the hearing of motions, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 28th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 23rd, 1914.

IRA G. DARRIN, Chairman; FRANK E. LOSEE, Commissioners of Estimate; IRA G. DARRIN, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m27,a13

SECOND DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of AVENUE M, from West street to Ocean parkway, in the Thirty-first Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above-entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned Commissioners of Estimate have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, The City of New York, on or before the 7th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 8th day of April, 1914, at 3.30 o'clock p. m.

Second—That the undersigned Commissioner of Assessment has completed his estimate of benefit, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague st., in the Borough of Brooklyn, in The City of New York, on or before the 7th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 9th day of April, 1914, at 3.30 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 6th day of May, 1910, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the north by a line midway between Avenue L and Avenue M, and by the prolongation of said line; on the east by a line midway between Ocean parkway and East Seventh street; on the south by a line midway between Avenue M and Avenue N, and by the prolongation of said line, and on the west by a line distant 100 feet westerly from and parallel with the westerly line of West Street, and by the prolongation of said line, the said distance being measured at right angles to West street.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn,

in said city, there to remain until the 17th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 13th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereinafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 18, 1914.

HENRY S. RASQUIN, EUGENE P. DOANE, Commissioners of Estimate; EUGENE P. DOANE, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. m18,a3

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of NINTH AVENUE, from FLUSHING AVENUE to BERRIAN AVENUE, in the First Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their supplemental and amended estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 30th day of March, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 1st day of April, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his supplemental and amended estimate of benefit, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 30th day of March, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 2nd day of April, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 5th day of October, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on a line midway between Eighth avenue and Ninth avenue distant 100 feet southerly from the southerly line of Flushing avenue, the said distance being measured at right angles to Flushing avenue, and running thence northwardly along a line always midway between Eighth avenue and Ninth avenue, and along the prolongation of the said line to the intersection with the centre line of Riker avenue; thence westwardly along the centre line of Riker avenue to the intersection with a line midway between Seventh avenue and Ninth avenue; thence northwardly along the said line midway between Seventh avenue and Ninth avenue, and along the prolongation of the said line to the intersection with the United States bulkhead line of the East River; thence eastwardly along the said bulkhead line to the intersection with the prolongation with a line midway between Ninth avenue and Tenth avenue, as these streets are laid out adjoining Berrian avenue; thence southwardly along the said line midway between Ninth avenue and Tenth avenue and along the prolongation of the said line to the intersection with the southerly line of Woolsey avenue; thence southwardly and parallel with Ninth avenue, as this street is laid out south of Woolsey avenue, to the intersection with a line parallel with Flushing avenue, and passing through the point of beginning; thence westwardly along the said line parallel with Flushing avenue to the point or place of beginning.

Fourth—That the abstracts of said supplemental and amended estimate of damage and of said supplemental and amended assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House Square, in the Borough of Queens, in said City, there to remain until the 30th day of March, 1914.

Fifth—That, provided there be no objections filed to either of said supplemental and amended abstracts, the supplemental and amended report as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof for the hearing of motions, to be held in the County Court House in the Borough of Brooklyn, in The City of New York, on the 8th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing supplemental and amended abstracts of estimate and assessment, or to either of them, the motion to confirm the supplemental and amended reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 13th, 1914.

J. H. QUINLAN, Chairman, JOHN WILD, A. D. VAN SICLEN, Commissioners of Estimate; J. H. QUINLAN, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m18,28

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of WEST TWENTY-FOURTH STREET, from Neptune avenue to Surf avenue, excluding the right of way of the New York and Coney Island Railroad; WEST TWENTY-FIFTH STREET, from Neptune avenue to the mean high water line of the Atlantic Ocean, excluding the right of way of the New York and Coney Island Railroad and by including in said proceeding the lands and premises required for the opening of WEST TWENTY-THIRD STREET, from the southern limit of the land heretofore acquired to the mean high water line of the Atlantic Ocean, in the Thirty-first Ward, Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 7th day of April, 1914, at 2 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, No. 166 Montague street, in the Borough of Brooklyn, in The City of New York, on or before the 6th day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 8th day of April, 1914, at 2 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 4th day of May, 1911, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on a line midway between West Twenty-third street and West Twenty-fourth street distant 100 feet northerly from the northerly line of Neptune avenue and running thence southwardly along the said line midway between West Twenty-third street and West Twenty-fourth street, and along the prolongation of the said line to the intersection with the centre line of Surf avenue; thence eastwardly along the centre line of Surf avenue to the intersection with a line midway between West Twenty-first street and West Twenty-third street; thence southwardly along the said line midway between West Twenty-first street and West Twenty-third street to the intersection with the mean high water line of the Atlantic Ocean; thence westwardly along the said mean high water line to the intersection with a line midway between West Twenty-fifth street and West Twenty-eighth street; thence northwardly along the said line midway between West Twenty-fifth street and West Twenty-eighth street to the intersection with the centre line of Surf avenue; thence eastwardly along the centre line of Surf avenue to the intersection with the prolongation of a line midway between West Twenty-fifth street and West Twenty-seventh street; thence northwardly along the said line midway between West Twenty-fifth street and West Twenty-seventh street, and along the prolongation of the said line to the intersection with a line parallel with Neptune avenue and passing through the point of beginning; thence eastwardly along the said line parallel with Neptune avenue to the point or place of beginning.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, No. 166 Montague street, in the Borough of Brooklyn, in said City, there to remain until the 16th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 13th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 17th, 1914.

GEO. WM. KAVANAGH, WM. H. TAYLOR, Commissioners of Estimate; GEO. WM. KAVANAGH, Commissioner of Assessment.

EDWARD RIEGELMANN, Clerk. m17,a2

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of REMSEN AVENUE, from CALAMUS AVENUE to GWYDIR STREET, in the Second Ward, Borough of Queens, City of New York.

NOTICE IS HEREBY GIVEN TO ALL PERsons interested in the above entitled proceeding, and to the owner or owners, occupant or occupants of all houses and lots and improved and unimproved lands affected thereby, and to all others whom it may concern, to wit:

First—That the undersigned, Commissioners of Estimate, have completed their estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with them at their office in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 3rd day of April, 1914, and that the said Commissioners will hear parties so objecting, and for that purpose will be in attendance at their said office on the 6th day of April, 1914, at 3 o'clock p. m.

Second—That the undersigned, Commissioner of Assessment, has completed his estimate of benefit and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, having any objection thereto, do file their said objections in writing, duly verified, with him at his office, in the Municipal Building, Court House Square, Long Island City, in the Borough of Queens, in The City of New York, on or before the 3rd day of April, 1914, and that the said Commissioner will hear parties so objecting, and for that purpose will be in attendance at his said office on the 7th day of April, 1914, at 3 o'clock p. m.

Third—That the Commissioner of Assessment has assessed any or all such lands, tenements and hereditaments and premises as are within the area of assessment fixed and prescribed as the area of assessment for benefit by the Board of Estimate and Apportionment on the 6th day of March, 1913, and that the said area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Bounded on the northwest by a line midway between Phelps avenue and Remsen avenue and by the prolongations of the said line; on the northeast by the southwesterly right of way line of the Main Line Division of the Long Island Railroad; on the southeast by a line midway between Remsen avenue and Wooley avenue and by the prolongations of the said line, and on the southwest by a line midway between Gwydir street and Cornbury place.

Fourth—That the abstracts of said estimate of damage and of said assessment for benefit, together with the damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by the Commissioners of Estimate and by the Commissioner of Assessment in making the same, have been deposited in the Bureau of Street Openings in the Law Department of The City of New York, in the Municipal Building, Court House Square, in the Borough of Queens, in said City, there to remain until the 6th day of April, 1914.

Fifth—That, provided there be no objections filed to either of said abstracts, the reports as to awards and as to assessments for benefit herein will be presented for confirmation to the Supreme Court of the State of New York, Second Department, at a Special Term thereof for the hearing of motions, to be held in the County Court House in the Borough of Brooklyn, in The City of New York, on the 15th day of May, 1914, at the opening of the Court on that day.

Sixth—In case, however, objections are filed to the foregoing abstracts of estimate and assessment, or to either of them, the motion to confirm the reports as to awards and as to assessments shall stand adjourned to the date to be hereafter specified in the notice provided in such cases to be given in relation to filing the final reports, pursuant to sections 981 and 984 of the Greater New York Charter, as amended by chapter 658 of the Laws of 1906.

Dated New York, March 11th, 1914.

LEANDER B. FABER, Chairman; J. H. QUINLAN, WM. RASQUIN, Jr., Commissioners of Estimate; LEANDER B. FABER, Commissioner of Assessment.

WALTER C. SHEPPARD, Clerk. m14,31

NOTICE TO BIDDERS AT SALES OF OLD BUILDINGS, ETC.

TERMS AND CONDITIONS UNDER WHICH BUILDINGS, ETC., WILL BE SOLD FOR REMOVAL FROM CITY PROPERTY.

THE BUILDINGS AND APPURTENANCES thereto will be sold to the highest bidder, who must pay cash or certified check, drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of $50, the sum of $50 shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the cost of completing any of the work required under the contract, but unfinished at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or permit the building or buildings, etc., purchased by him to be used or occupied for any purpose other than that of their speedy removal, nor shall he collect any rental or other revenue for the use of either the land or the buildings, etc., situated thereon. The breach of either or any of these conditions shall forthwith void the sale and cause immediate forfeture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing therein or permitting the occupancy of any such building by any tenant free, for rent or otherwise, excepting the necessary watchmen or the workmen engaged in the actual demolition thereof, shall of itself be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any change or loss which may occur in the condition of the buildings, or their appurtenances between the time of the sale thereof and the time of delivering possession to the purchaser, after being properly vacated of all tenants. The sale and delivery to purchaser will be made as nearly together as the circumstances of vacating the structures of their tenants will permit.

All the material of the buildings, sheds, walks, structures and cellars of whatsoever nature, with their exterior and interior fixtures, appurtenances and foundations of all kinds, except the exterior walls of the buildings and their foundations and the sidewalks and curb in front of said buildings, extending within the described area shall be torn down and removed from the premises. None of the dirt, debris or waste resulting from demolition shall be allowed to remain on the premises, except old mortar or plaster only, which may be left, but not higher at any point than two feet below the curb opposite that point. The exterior walls and their foundations shall be taken down only to a plane whose elevation shall be the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a brass plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all house sewer connections to the main sewer in the street, and the opening of the main sewer in street shall be properly closed in compliance with the directions of the Bureau of Sewers in the Borough in which the buildings are situated, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances, or any part thereof, within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances, or portion as shall then be left standing, together with all moneys paid by said purchaser on account thereof at the time of the sale, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the cost and expense thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Where party walls are found to exist between buildings purchased by different bidders, the materials of said party walls shall be understood to be equally divided between the separate purchasers.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furrings, plaster, chimneys, projecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beamholes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs and adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operations of the Contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates received will be publicly opened by the President or Board or head of said Department, and read, and the award of the contract made according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a Department, chief of a Bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money or corporate stock or certificates of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required in the advertisement to the amount of not less than three nor more than five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The amount shall be as specified in the proposals or instructions to bidders and shall not be in excess of 5 per cent.

The certified check or money should not be inclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

For particulars as to the quantity and quality of the supplies, or the nature and extent of the work, reference must be made to the specifications, schedules, plans, etc., on file in the said office of the President, Board or Department.

No bid shall be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City.

The contract must be bid for separately.

The right is reserved in each case to reject all bids or estimates if it is deemed to be for the interest of the City so to do.

Bidders will write out the amount of their bids or estimates in addition to inserting the same in figures.

Bidders are requested to make their bids or estimates upon the blank forms prepared and furnished by the City, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel can be obtained upon application therefor at the office of the Department for which the work is to be done. Plans and drawings of construction work may also be seen there.