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THE CITY RECORD.

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JOHN PURROY MITCHELL, Mayor.
FRANK L. POLK, CORPORATION COUNSEL. WILLIAM A. PRENDERGAST, COMPTROLLER.

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PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.
Calendar for the Week Commencing August 23, 1915.
Tuesday, August 24, 1915—12.15 P. M.—Room 310—Regular Meeting of the Com-
mission.
Friday, August 27, 1915—11.30 A. M.—Room 305—Case No. 1441—Ocean Elec-
tric Railway Company—"Further hearing as to installation of automatic block sig-
nals on single track lines"—Commissioner Cram.

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE MONDAY, AUGUST 23, 1915.

Below is a statement of warrants made ready for payment on the above date,
showing therein the Department of Finance voucher number, the dates of the invoices
or the registered number of the contract, the date the voucher was filed in the
Department of Finance, the name of the payee and the amount of the warrant.

Where two or more bills are embraced in the warrant, the dates of the earliest
and latest are given, excepting that, when such payments are made under a contract,
the registered number of the contract is shown in the place of the second invoice date.

Where the word "final" is shown after the name of the payee, payment will not
be made until thirty days after the completion and acceptance of the work, but all
of the other warrants mentioned will be 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 for any of the above men-
tioned warrants, it is requested that reference be made by the Department of Finance
voucher number.

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Depart- ment of Finance.	Name of Payee.	Amount.
Armory Board.				
102954	7-22-15	8-13-15	Corona Typewriter Co., Inc.	\$40 50
102961	7-23-15	8-13-15	Corona Typewriter Co., Inc.	40 50
Department of Bridges.				
100744		41551	New York Telephone Company	\$138 66
102833	8- 5-15		Keuffel & Esser Co.	15 74
102838	7-24-15		Obrigg Camera Co.	12 82
102829	8- 3-15		John F. Schmadeke, Inc.	74 39
102823	7-23-15		A. J. & J. J. McCollum	10 00
Bellevue and Allied Hospitals.				
100505	6-30-15	42052	Shults Bread Company	\$1,373 22
100518	6- 7-15	42222	Francis H. Leggett & Co.	288 09
100517	7- 2-15	42224	Joseph Seeman	131 42
100510	6-19-15	42205	John W. Peale	747 00
100521		42200	Meeker & Co.	845 56
100515	6-30-15	42053	Conron Bros. Company	2,953 64
102866			The Frank Richard & Gardner Co. ...	10 55
102867	6-17-15.	6-25-15	John Simmons Co.	32 85
102881	6- 3-15		Hammacher, Schlemmer & Co.	8 02
102880	6-10-15		Columbia Lamp Works	4 75
102878	5- 4-15		H. T. Dakin	22 80

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Depart- ment of Finance.	Name of Payee.	Amount.
Municipal Civil Service Commission.				
102383	7-29-15	8-13-15	Guarantee Typewriter Repair Co.	\$3 15
102384	7-31-15	8-13-15	Knickerbocker Towel Supply Co.	12 00
Court of Special Sessions.				
101153		41278	The New York Telephone Co.	\$119 30
District Attorney, New York County.				
102553	7-31-15	8-13-15	Berkshire Products Co., Inc.	\$48 00
Department of Docks and Ferries.				
100975			Brooklyn and Manhattan Ferry Com- pany	\$11,000 00
100984		41413	New York Telephone Co.	114 74
100977	6-23-15		J. K. Larkin & Co.	578 50
100985		41387	O'Brien Bros., Inc.	245 52
100976	5- 8-15		Henry W. Rohde	150 00
Department of Education.				
101043	3-27-15	8-10-15	L. L. Poates Publishing Co.	\$100 00
101060		8-10-15	Hall & Boyle	144 22
101020	5- 8-15	8-10-15	Morris Levi & Co.	127 00
101173	2-28-15	41310	Samuel E. Hunter	216 53
101305	5-20-15	41484	The J. W. Pratt Co.	106 73
101306	5-28-15	41461	The J. W. Pratt Co.	2,412 05
101164		41590	Strauss Bros.	506 08
101183	3-31-15	39296	The Baker & Taylor Co.	124 50
101173	4-14-15	41591	J. & T. Adikes	175 50
101163	5-27-15	41591	J. & T. Adikes	161 18
101314		42146	Goldberg & Perelmuter	450 00
101316		42463	D. J. Carey	465 75
101317		42737	D. J. Carey	476 10
101328		40831	Blake & Williams	4,028 40
101327		39220	North Side Bank, assignee of Mitchell- Farrell-Adrian, Inc., assignee of Mit- chell Construction Co.	18,817 80
101321		42291	August Wille, Jr.	450 00
101313		42466	Germania Bank, assignee of R. Solo- mon & Son, Inc.	990 00
101310		42141	Rabinowitz Painting Co., Inc.	450 00
101309		42450	Rabinowitz Painting Co., Inc.	540 00
101307		42730	Nicholas P. Lorenzo	800 00
101308		42730	Nicholas P. Lorenzo	1,320 00
101322		42484	William Kreisberg	765 00
101312		42462	Harry Klein	450 00
101319		42144	Kalmanoff & Koplovitz.....	450 00
101024	6-30-15		Sanborn Map Co.	197 50
101111	6- 8-15	8-10-15	Agent and Warden of Auburn Prison	262 00
101093	1-19-15	8-10-15	Lanston Monotype Machine Co.	140 00
101325		42322	The Haupt Paint & Hardware Co., Inc.	810 00
101318		42465	Jacob M. Gewertz	185 00
101318		42465	Igoe Brothers, Assignees of Jacob M. Gewertz	400 00
101315		42464	Jacob M. Gewertz	40 00
101315		42464	Max Walkowitz, Assignee of Jacob M. Gewertz	500 00
101016	6- 1-15	8-10-15	The Ethlas Press	120 00
101019	6-11-15.	6-15-15	M. J. Tobin	138 27
101026	6-11-15.	6-28-15	The J. W. Pratt Co.	21 74
101027	4-16-15		The Macmillan Co.	145 00
101655	3- 5-15		John J. Leahy	33 02
103057	6-16-15		Clarence S. Nathan	3 75
103119	11-21-14	39289	The Macmillan Co.	12 72
103118	4-21-15	39289	The Macmillan Co.	4 32
103116	5-18-15	39285	D. C. Heath & Co.	5 60
103211	6-10-15	39284	D. Appleton & Co.	66 41
103122		39292	The A. S. Barnes Co.	24 70
103237		39292	The A. S. Barnes Co.	19 52
103236		39291	Ginn & Co.	31 19
103115	5-19-15	39291	Ginn & Co.	2 26
103209	9- 1-14	39288	Longmans, Green & Co.	71 79
103121	9- 1-14	39288	Longmans, Green & Co.	45 18
103224	6- 4-15	39285	D. C. Heath & Co.	94 66
103210	6- 7-15	39285	D. C. Heath & Co.	42 67
103117	5-25-15	39288	Longmans, Green & Co.	9 62
Fire Department.				
101333	7-15-15	8-11-15	S. Whytle Merritt Co.	40 00
101329	6- 1-15	8-10-15	A. M. Ryon	252 45
101330	7-21-15	8-11-15	Department of Correction	749 00
101337	7-15-15	8-10-15	Gavigan Construction Company.....	255 09
101336	7-20-15	8-10-15	Wander Iron Works	110 00
100820		42951	Edward Wisely & Son.....	103 53
Department of Finance.				
105548			Abraham Harawitz & Samuel Feldman	500 00
100742	8- 9-15		Frederick H. E. Ebstein, Receiver of Taxes	15 77
103151		8-14-15	David Ferguson, Supervisor	16 30
103969			Church Charity Foundation of Long Island, Orphan House	588 21
103970			Catholic Guardian Society.....	515 00
103971			Hebrew Infant Asylum of The City of New York.....	4,940 09
103972			International Sunshine Branch for the Blind	794 00
103973			Lincoln Hospital and Home.....	5,661 35
103984			St. John's Long Island Hospital....	1,672 37
103975			St. Michael's Home	4,379 29
103926			The Convent of the Sisters of Mercy in Brooklyn	16,572 75
103988			The Ozanam Home for Friendless Women	348 99
102524	8-10-15		Association of the Bar of The City of New York	115 27
Department of Health.				
101255		41729	John W. Peale	1,200 22
101270	4- 1-15	42876	Knickerbocker Ice Co.....	549 02
101266		42579	Rohe & Brother	393 49
101250	6-18-15	42283	Burton & Davis Co.	129 37
103006	7- 7-15		Evening Telegram	45 00
103005	4- 1-15.	5- 1-15	S. Hurvin	3 32
101262	5- 3-15	42054	J. D. Stout & Co.	2,264 44
101258	6-30-15	42578	Frank J. Murray Co., Inc.....	141 95
101249	6-30-15	42055	Borden's Condensed Milk Co.....	574 52
101265	6- 3-15	42574	Armour & Company	590 06
101257	6-30-15	42217	Edward West	109 76
101264		42580	M. H. Greenbaum Co., Inc.....	348 54
101260	7- 1-15	42585	Sulzberger & Sons Company.....	2,357 28

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.	Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.	
Department of Parks.					President of the Borough of Richmond.					
102700	7-20-15	8-13-15	Samuel W. Cornell.....	34 07	101290		8-10-15	Faitoute Iron and Steel Company	\$161 80	
102679	7-29-15	8-13-15	A. L. Miller	66 00	101289	7-19-15		George C. Knesel	160 00	
102636		8-13-15	George Robins	9 00	Department of Public Charities.					
102629		8-13-15	Samuel Shapiro	9 00	100999	7- 2-15	41392	8-10-15	James A. Miller	\$228 24
102627		8-13-15	B. Purcell	9 00	100994		42223		Theodore Linington, Jr.	305 28
102635		8-13-15	Michael Meyers	9 00	100996	6-21-15	42283	8-10-15	Burton & Davis Co.	100 00
102626		8-13-15	Abraham Pierce	37 00	101955	6-22-15		8-12-15	E. Machlett & Son	24 75
102630		8-13-15	George Baur	9 00	101857	6-18-15		8-12-15	Kny-Scheerer Co.	10 50
102628		8-13-15	Israel Halperin	9 00	101848	7-24-15		8-12-15	S. J. Grayson	55 86
102634		8-13-15	Julius B. Miller	43 30	101838	6- 6-15		8-12-15	John Moonan	35 96
102633		8-13-15	Peter Flohn	15 30	101833			8-12-15	C. H. F. Jurgens	11 20
102631		8-13-15	Edward S. Nelson	9 00	101858	6- 7-15	6-15-15	8-12-15	J. E. Kennedy & Co.	12 19
102632		8-13-15	Sherlock Building & Construction Co.	9 00	101856	6-19-15		8-12-15	Wm. Langbein & Bros.	9 75
102266	7- 2-15	8-13-15	American Flag Co.	27 00	101854	5-20-15		8-12-15	Metropolitan Hospital Supply Co.	48 50
102724	8- 2-15	8-13-15	Albert J. Herrick, Bandmaster.....	60 00	101847	7- 1-15		8-12-15	Hoffman Taxicab Co., Inc.	36 00
100911	7-20-15	8- 9-15	Ames Transfer Co.	101 20	101813	6-15-15	7-12-15	8-12-15	Charles F. Mattlage & Sons	69 45
100870		42158	Louis J. Sieling	928 64	100993	6-10-15	42196	8-10-15	P. Lawless' Sons	935 06
100871		40876	Levin & Gewertz	1,004 08	100997	6- 2-15	42228	8-10-15	John Bellmann	2,352 17
Police Department.					100991	7- 1-15	42585	8-10-15	Sulzberger & Sons Company	175 12
101192	7- 9-15	8-10-15	The Durland Company.....	422 00	Register, Bronx County.					
101195	7- 1-15	8-10-15	John Farrington	271 67	103416			8-16-15	Theodore Kolber, Bookkeeper.....	3 31
101194	7- 1-15	8-10-15	William Farrier	112 00	Sheriff, Bronx County.					
101997	6-30-15	8-10-15	Wm. H. Finnegan	112 00	102782	8-10-15		8-13-15	A. F. Emrich & Bro.	4 70
101198			W. M. Fleischman	831 00	102780	8- 1-15			Daniel McFadden	13 35
101199	6-30-15	8-10-15	Wm. Fox.....	425 24	Tenement House Department.					
101200	6-30-15	8-10-15	Morris Friedlander	100 00	102564	7-31-15		8-16-15	Underwood Typewriter Co., Inc.	15 30
101201	6-30-15	8-10-15	Benjamin G. Hitchings, Inc.	172 51	102566	7-31-15		8-14-15	The National Ice Co.	3 15
101212	7- 1-15	8-10-15	Thos. F. Sweeney	180 00	Department of Street Cleaning.					
101213	6-30-15	8-10-15	Frank Trudden's Sons.....	143 00	101276		38795	8-10-15	Dailey & Ivins	38,357 66
101214	7- 1-15	8-10-15	Edward Wisely & Son.....	194 99	101276		38795	8-10-15	The Relief and Pension Fund of the Department of Street Cleaning, J. T. Fetherston, Commissioner, as Treasurer and Trustee	1,000 00
101215	7- 1-15	8-10-15	Wynn Brothers	123 33					Brooklyn Ash Removal Co., Inc., Assignee of James Ward	29,047 46
101202	7- 1-15	8-10-15	Furman T. Howard.....	244 99	101277		38794		The Relief and Pension Fund of the Department of Street Cleaning, J. T. Fetherston, Commissioner, as Treasurer and Trustee	5,000 00
101204	7- 1-15	8-10-15	Charles G. Knies	467 47	Board of Water Supply.					
101206			L. McCardell	354 16	101360		42279	8-10-15	Winston & Co.	11,456 46
101205	7- 1-15	8-10-15	Peter Larsen	277 74	101362		37382	8-10-15	Beaver Engineering & Contracting Co.	22,457 70
101206	7- 1-15	8-10-15	L. McCardell	354 16	101361		25609	8-10-15	Keystone State Construction Co.	15,121 53
101207	7- 1-15	8-10-15	McNally Brothers	110 00	Department of Water Supply, Gas and Electricity.					
101208	6-30-15	8-10-15	Fred L. Newman	275 83	101138	7-22-15		8-10-15	Keuffel & Esser Co.	131 90
101211	6-30-15	8-10-15	Cornelius J. Sullivan	324 99	101143			8-10-15	S. F. Bowser & Company, Inc.	216 00
101210	6-30-15	8-10-15	David P. Rumph	248 35	101137	5-21-15		8-10-15	President of the Borough of The Bronx	124 31
103409			Nelson Bros.	19 10	101139	7-15-15		8-10-15	E. Belcher Hyde	105 00
77278	2-27-15	5-27-15	Royal Typewriter Company, Inc.	2,209 00	100970	5-28-15	41035	8- 9-15	Edison Electric Illuminating Co.	3,199 39
President of the Borough of Manhattan.					100851	7- 1-15	41935	8- 9-15	Central Union Gas Co.	483 30
102601	7- 2-15	8-13-15	H. W. Caldwell & Son Co.	\$28 50	100852	6- 1-15	41935	8- 9-15	Central Union Gas Co.	508 27
102655			Traylor Engineering and Mfg. Co.	85 00	100969	5-28-15	41386	8- 9-15	Edison Electric Illuminating Co. of Brooklyn	2,049 13
102599	7-28-15	8-13-15	Sibley-Pitman Electric Corporation ..	19 50	100968	5-28-15	41386	8- 9-15	Edison Electric Illuminating Co. of Brooklyn	1,894 60
102647	6-19-15	8-13-15	Nason Mfg. Co.	10 90	100967		41386		Edison Electric Illuminating Co. of Brooklyn	262 16
102649	6-28-15	8-13-15	Vacuum Oil Co.	55 22	100862	5-28-15	41386	8- 9-15	Edison Electric Illuminating Co.	5,707 40
102650			Union Smelting and Refining Co., Inc.	20 92	100861	5-28-15	41386	8- 9-15	Edison Electric Illuminating Co. of Brooklyn	597 20
102651	5-27-15	8-13-15	Crandall Packing Co.	15 78	100842	5-31-15	41386	8- 9-15	Edison Electric Illuminating Co. of Brooklyn	38,935 26
101583		8-11-15	Nason Mfg. Co.	46 32	100865	6- 1-15	41385	8- 9-15	The Flatbush Gas Co.	550 60
101579	6-26-15	8-11-15	Stanley & Patterson, Inc.	37 60	100971	6- 1-15	41385	8- 9-15	The Flatbush Gas Co.	235 10
101570	6-29-15	8-11-15	A. F. Brombacher, & Co.	43 20	101632	7- 1-15		8-11-15	Oriental Rubber & Supply Co., Inc.	74 75
101560		8-11-15	John Greig	44 98	101625			8-11-15	National Lead Co.	46 13
101559		8-11-15	Tower Mfg. and Novelty Co.	62 04	101606	7- 2-15		8-11-15	The Grady Mfg. Co.	11 76
102598	7-24-15	8-13-15	L. Sonneborn Sons, Inc.	3 75	100834		40972	8- 9-15	New York Produce Exchange Bank, Assignee of Christopher Nally	2,901 25
102594	7-27-15	8-13-15	Seger & Gross Co.	18 50	Standard Cast Iron Pipe and Foundry Co.					
101578			Lux Mfg. Co.	33 00	100832		41873			1,471 18
102657	7- 6-15	8-13-15	I. N. Burdick, Inc.	9 00	101152	6- -15		8-10-15	Mrs. John Remmet	117 00
102642	7-27-15	8-13-15	The Lignum Chemical Works	3 00	100966	5-27-15	41156	8-10-15	The United Electric Light & Power Co.	333 32
101562	7-19-15	8-11-15	A. P. W. Paper Co.	19 50	100973	5-31-15	41284	8-10-15	The Brooklyn Union Gas Co.	634 65
102607	7-15-15	8-13-15	H. Tasoff	57 00						
102654	6-28-15	8-13-15	North Star Ash Can Co.	61 10						
100750		8- 9-15	The Aztec Asphalt Co.	10,106 78						
100757			Thedford Eltz Coal Co., assignee of Rafferty Bros.	1,253 76						
100758		26988	The Barber Asphalt Paving Co.	124 31						
100754		2250	The Sicilian Asphalt Paving Co.	926 31						
102595	7- 6-15	8-13-15	Samuel Lewis	6 26						
President of the Borough of The Bronx.										
101368		34568	8-10-15	William C. Bergen	\$3,820 82					
President of the Borough of Brooklyn.										
101365		41128	8-10-15	Cranford Co.	\$2,331 44					
101366		42558	8-10-15	Brooklyn Alcatraz Asphalt Co.	1,124 46					
101364	8- 2-15	41394	8-10-15	Saverno Products Co., Inc.	576 05					
103490	7-22-15		8-16-15	Van Brunt Tandy	5 50					

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE, MONDAY, AUGUST 23, 1915.

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 of the invoices or the registered number of the contract, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher the date of the earliest is given, excepting that when such vouchers are submitted under a contract the registered number of the contract is shown instead.

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.
City Magistrates' Courts.			
105793	6- 9-15	Urquhart & Fox Co.	\$2 85
105794	7-31-15	J. W. Cleary	4 00
105795		The Peerless Towel Supply Co.	1 50
105796	7-31-15	New York Bottling Co.	15 00
105797		Wm. F. Delaney	59 60
105798		Remington Typewriter Co.	85
105799		O. K. Express Co.	60
Department of Education.			
105539	6-14-15	A. J. McGuire	\$0 70
105540		Henry F. Albro	7 00
105541		Adeline Mills	5 00
105542		Cornelia L. Swinerton	95
105543	6-11-15	The Adams Express Co.	19 87
105544	3- 1-15	American Express Co.	27 74
105545	4-19-15	Chas. W. Daly	40 00
105546	6-22-15	Herman Ahlers	35 55
105644	41124	M. J. Tobin	2,759 94
105647	6-30-15	Naughton Mulgrew Motor Car Co.	39 05
105645	41703	M. J. Tobin	90 50

Invoice				Invoice			
Finance Vouch- er No.	Date or Con- tract Number.	Name of Payee.	Amount.	Finance Vouch- er No.	Date or Con- tract Number.	Name of Payee.	Amount.
105646	41483	M. J. Tobin	115 20	105412	6- 2-15	E. Crutchley	75 00
105522	6-24-15	Lorenzo & Byrns	543 75	105413	6- 3-15	Julius Haas' Sons	25 00
105523	4-22-15	D. J. Carey	362 00	105414	6-26-15	Lorenzo & Byrns	317 25
105524	5-17-15	Edward J. Belford	59 00	105415	5-26-15	Hall & Boyle	45 70
105525	6-30-15	Brooklyn Window Shade Co.	10 27	105416	6-19-15	The Kenney Specialty Co.	6 95
105526	7- 8-15	Louis Imersheim	169 25	105417	5-17-15	Philip & Paul	12 44
105527	6-28-15	A. Pearson's Sons	50 50	105418	6-18-15	Fred A. Buser	41 38
105528	7- 2-15	A. Pearson's Sons	116 25	105391	41346	Hammacher, Schlemmer Co.	63
105529	6- 9-15	J. L. Fries	270 00	105392	41214	Abraham & Straus	16 05
105530	6- 4-15	Neil Machinery Co.	434 00	105393	41166	Blaisdell Paper Pencil Co.	2 00
105531	6- 3-15	Burroughs Adding Machine Co.	206 25	105394	41172	F. W. DeVoe & C. T. Ray- nolds Co.	79
105532	6- 5-15	Artemas Ward	7 00	105395	41183	E. Steiger & Co.	6 04
105533	6-15-15	Oxford University Press....	37 13	105396	41221	Theo. B. Thompson	17
105534	6- 4-15	Rand, McNally Co.	16 00	105397	41181	Gerry & Murray	4 42
105535	6- 3-15	G. Putnam's Sons	8 92	105398	41207	Louis S. Gimbel	1 98
105536	5-12-15	L. E. Knott Apparatus Co.	46 99	105399	41212	Eugene Dietzgen Co.	20 20
105537	4-24-15	F. C. Stechert Co.	13 23	105400	41242	Peckham, Little & Co.	3 00
105791		Peerless Towel Supply Co.	3 70	105401	41635	The Macmillan Co.	7 22
105792		Great Bear Spring Co.	10 80	105402	39295	American Book Co.	16 50
105442	6-10-15	The Staten Island R. T. Ry. Co.	80 85	105403	41629	American Book Co.	15 00
105443	6-15-15	J. H. Booser	5 00	105404	41231	Aluminum Cooking Utensil Co.	26 47
105435	3- 5-15	J. F. Valois	29 98	105405	41354	H. T. Dakin	7 40
105436	3-29-15	J. F. Valois	47 50	105383	41683	Wm. Elliott & Sons	1 10
105437	4- 1-15	J. F. Valois	49 73			Wm. Elliott & Sons	1 80
105438	6-15-15	C. M. Jennings	271 50	105384	41173	The Jos. Dixon Crucible Co.	229 87
105439	5-31-15	Knickerbocker Ice Co.	3 12			The Jos. Dixon Crucible Co.	5 12
105440	6-11-15	N. Y. Consolidated R. R. Co.	63 00	105385	41635	The Macmillan Co.	58 25
105406	6-15-15	Motta Cont. Co.	95 50			The Macmillan Co.	139 80
105407	6-18-15	Alex Burgess	19 00	105386	41161	J. B. Greenhut & Co.	77 40
105408	6-14-15	Nicholas J. Schery	17 00			J. B. Greenhut & Co.	560 03
105409	6-21-15	Isaac Brenner	410 55			J. B. Greenhut & Co.	36 00
105410	3-27-15	Alex Burgess	298 00	105387	41473	O. M. Gottesman	3 57
105411	6-14-15	John Byrns	34 64			O. M. Gottesman	1 19
						O. M. Gottesman	3 57

Invoice Finance Date Vouch- or Con- er No. tract Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- er No. tract Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- er No. tract Number.	Name of Payee.	Amount.
105388	41682 Parex Mfg. Co.	64 08	105693	7- 1-15 C. E. L. Schultze	2 50	105680	6-30-15 Neal & Brinker Co.	20 38
105389	41636 Parex Mfg. Co.	18	105694	7-28-15 Sheppard & Kellett	6 00	105681	6-30-15 Stanley & Patterson, Inc.	35 00
	Parex Mfg. Co.	3 17	105695	7-19-15 N. V. French Range Co.	25 50		Law Department.	
	Houghton, Mifflin Co.	18 75	105696	6-24-15 Otis Elevator Co.	155 25	105551	4-30-15 New York Telephone Co.	\$140 12
	Houghton, Mifflin Co.	37 51	105697	7- 1-15 Alonzo Quick	15 70	105552	7-31-15 Knickerbocker Ice Co.	1 95
105390	41629 Houghton, Mifflin Co.	208 69	105698	6-30-15 Standard Utility Co.	7 50	105553	6-30-15 M. B. Brown P. & B. Co.	1 50
	American Law Book Co.	857 32	105699	7- 1-15 Superior Dental Supply Co., Inc.	68 98	105554	N. Y. Multi Color Copying Co.	4 26
105379	41703 M. J. Tobin	33 70	105700	6-30-15 Welsbach Gas Lamp Co.	45 75	105555	8- 4-15 A. Rudolph	1 80
105380	42720 Bacon Coal Co.	135 04	105701	5-25-15 Rohe & Brother	3 69	105556	7-31-15 A. Rudolph	22 00
105381	41701 H. C. Hallenbeck	471 98	105702	7-13-15 George A. Zabriskie	35 25	105557	7-31-15 Great Bear Spring Co.	4 80
105382	41702 The J. W. Pratt Co.	12 00	105703	6-30-15 Frank J. Murray, Inc.	598 65		The Mayoralty.	
105482	7-10-15 August Wille, Jr.	46 00	105704	6-30-15 N. Y. Bottling Co., Inc.	72 00	105640	Jos. Hartigan	22 04
105483	7- 8-15 Wm. P. Murray	18 00	105705	7- 6-15 L. R. Wallace	37 30	104641	Jos. Hartigan	124 81
105484	7-20-15 Flannigan, Kramer Co.	183 00	105706	7- 8-15 Jessie Tarbox Beals, Inc.	4 50	105642	Marietta Sinopoli	1 50
105485	6-28-15 The J. W. Pratt Co.	13 75	105707	7-12-15 Eugene H. Tower	50		Police Department.	
105486	5-31-15 Wadsworth Garage, Inc.	37 80	105708	7-12-15 The Egly Register Co.	1 80	105801	8- 9-15 Columbia Graphophone Co.	\$25 00
105487	6-30-15 S. J. Ellsworth	17 15	105709	5- 8-15 Lewis Mfg. Co.	20 00	105802	7-26-15 The J. W. Pratt Co.	4 80
105488	6-30-15 Arthur H. Etsch	75 90	105710	6-18-15 James A. Webb & Son	252 80	105803	8-17-15 E. G. Soltmann	84
105489	6-30-15 Wm. H. Van Nostrand	75 68	105711	7- 6-15 Seabury & Johnson	32 50	105804	8- 3-15 Towr Mfg. & Nov. Co.	1 50
105490	7- 1-15 Charles Kramer	22 00	105712	6-23-15 Sulzberger & Sons Co.	8 16	105805	8- 4-15 Fiske Bros. Refining Co.	151 10
105491	7-27-15 Thos. A. Thornton	297 50	105713	7- 8-15 John Bellmann	11 10	105806	7-13-15 N. Y. Machinery Co.	9 73
105498	6-14-15 Reid, King & Co.	21 11	105714	5- 6-15 Wright Lumber Co., Inc.	5 60	105807	7- 6-15 Gimbel Bros.	50 14
105499	7- 3-15 Julius Haas Sons	19 00	105715	6- 5-15 F. S. Banks & Co.	145 00	105808	6-23-15 The Central Foundry Co.	45 75
105500	6-18-15 Mott Contracting Co.	76 00	105716	6-15-15 Whitall, Tatum Co.	3 28	105809	7-28-15 Haviland Shade Roller Co.	1 86
105501	6-19-15 Fr. Jos. Unger	96 00	105717	7- 9-15 Chas. G. Willoughby	29 40	105810	7-28-15 Wm. H. Birkett	5 95
105502	7-12-15 H. Ambric	74 00	105718	7- 9-15 B. Weinstein	115 90	105811	E. J. Electric Installation Co.	921 00
105503	7- 6-15 Alfred H. Dow Co.	8 00	105719	6-30-15 D. S. Walton & Co.	5 69	105848	42957 J. T. Adikes	169 13
105504	6-21-15 John Brook	11 00	105720	7-21-15 N. Y. Medical Book Co.	2 50	105849	42954 J. W. Gasteiger & Son	629 62
105505	5-14-15 Max Inkelas, Inc.	88 00	105721	7- 8-15 N. Y. Stencil Works	6 00	105850	42188 Edward Wisely & Son	309 38
105506	5- 7-15 Lignum Carp. Works	88 00	105722	7-14-15 Samuel Lewis	7 45	105812	7-21-15 Marquard, Fay Co., Inc.	5 50
105507	6- 9-15 Morelad & Gibson	83 00	105723	7-13-15 Van Zile Ventilating Cor- poration	7 50	105813	Ford Motor Co.	21 30
105508	6- 8-15 Duncan Stewart	48 00	105724	6-29-15 A. & W. Auburn Prison	1 50		President of the Borough of Manhattan.	
105509	6-21-15 Robert Simpson	150 67	105725	6-29-15 Crown Stamp Works	1 75	105560	6-16-15 F. F. Fuhrmann	\$83 00
105510	6-14-15 Nicholas G. Schery	15 00	105726	6-12-15 Tuscarella Bros.	20 50	105561	7- 1-15 National Oil Co.	21 57
105511	7- 7-15 H. Tasoff	54 00	105727	6-14-15 A. & W. Clinton Prison	200 06	105562	5-28-15 John Grig	35 57
105512	7- 6-15 S. Wander	48 50	105728	6-30-15 A. & W. Clinton Prison	30 25	105563	7- 1-15 Vacuum Oil Co.	14 28
105513	6- 9-15 S. & P. Krajo	15 00	105729	7-13-15 Henry J. Fink	6 70	105564	7-29-15 The Garlock Parking Co.	40 00
105514	7- 6-15 William Kreisberg	35 00	105730	7-13-15 Henry J. Fink	19 00	105565	7- 1-15 Boreal Ventilator Co.	7 00
105515	5-18-15 Amer. Ornamental Iron Works	11 82	105731	42521 Andrews Building Co., Inc.	1,800 00	105566	7-26-15 Gutta Percha & Rubber Mfg. Co.	22 00
105516	6-29-15 S. J. Corker	39 00	105732	42669 D. L. Delaney, Inc.	990 00	105567	7-20-15 Manhattan Rubber Mfg. Co.	15 45
105517	4-29-15 Barshop Bros.	45 00	105733	The Kny Scheerer Co.	38 60	105568	7-27-15 A. F. Brombacher & Co.	3 60
105518	7- 5-15 J. F. Long	114 00	105734	6-17-15 Frank T. Simmons	282 60	105569	7-22-15 Pacific Lamp Co., Inc.	142 00
105519	7- 5-15 W. A. Leonard	226 00	105735	7- 1-15 The Smith Worthington Co.	119 25	105570	7-27-15 Stanley & Patterson, Inc.	10 00
105520	6-24-15 Moreland & Gibson	56 00	105736	5-13-15 Goodyear India Rubber Sell- ing Co.	5 88	105571	5-19-15 J. Spaulding & Sons Co.	29 20
105521	6- 8-15 Chas. J. Bogue Elec. Co.	141 75	105737	6-14-15 Universal Electric Stage Ltg. Co.	2 40	105572	7-13-15 A. Moses Sons & Co., Inc.	18 00
105544	7- 8-15 T. L. Lang	294 25	105738	6-14-15 Hoffman Corr Mfg. Co.	3 50	105573	6-26-15 Frederick Star Cont. Co.	542 43
105545	6-16-15 M. Weinberg	17 00	105739	7-15-15 Nason Mfg. Co.	8 10	105574	6-25-15 Amer. Sewer Pipe Co.	13 82
105546	6-15-15 Jos. Spengler	6 00	105740	7-12-15 The American Laundry Ma- chinery Co.	8 75	105575	7-15-15 Crossman Co.	843 20
105547	6-18-15 Alex. Burgess	19 00	105741	6-17-15 The Smith Worthington Co.	51 50	105576	7-21-15 Apex Color Works	5 50
105548	7-15-15 Max Albrecht	24 00	105742	7- 8-15 A. F. Brombacher & Co.	85	105577	7-21-15 Rodgers, Pyatt Shellac Co.	47 50
105549	6-15-15 Motta Cont. Co.	27 00	105743	7- 6-15 J. S. Biesecker	2 25	105578	7-24-15 John Simmons Co.	135 88
105550	6-29-15 Jas. J. Fay	78 00	105744	6-12-15 Geo. Pool & Son	8 46	105579	7- 1-15 The Prince Mfg. Co.	7 50
105551	6- 2-15 John F. Ferguson	17 00	105745	6-18-15 Wm. Zinsser & Co.	56 38	105580	7-29-15 J. K. Larkin & Co.	8 30
105552	6-29-15 Ranch Asbestos Mfg. Co.	59 00	105746	7-10-15 Thos. C. Dunham	229 10	105581	7-21-15 Vought & Williams	24 93
105553	7- 8-15 Jas. J. Fay	218 00	105747	7- 6-15 Wm. P. Youngs & Bros.	238 23	105582	6- 1-15 F. W. Devoe & C. T. Ray- nolds Co.	17 05
105554	6-21-15 Wheeling Corrugating Co.	39 18	105748	7- 1-15 Bruce & Cook	58 86	105583	5- 8-15 Richey, Browne & Donald	21 00
105555	6- 8-15 Wm. Rabe	175 00	105749	7- 1-15 United States Gypsum Co.	10 00	105584	7-24-15 Manhattan Supply Co.	16 92
105556	7-10-15 John Fitzgerald	375 00	105750	5-29-15 A. F. Brombacher & Co.	4 20	105585	5-28-15 John Simmons Co.	3 15
105557	5-25-15 S. J. McCullough & Co.	44 90	105751	7-24-15 W. R. Ostrander & Co.	3 00	105586	6- 9-15 Cutler Hammer Mfg. Co.	8 53
105558	6-25-15 Henry Saal	22 00	105752	6- 8-15 Lamb Engine Co.	39 50	105587	3-15-15 Joseph J. Haiduven	280 07
105559	6- 7-15 Wm. Spence	88 50	105753	7- 8-15 Western Electric Co.	34	105588	6-22-15 Patrick Reilly	1,283 43
105560	4-17-15 John J. Damerest	48 60	105754	4-23-15 A. F. Brombacher & Co.	5 50	105589	7- 1-15 John McCarten's Son	70 20
105561	2- 8-15 American Ornamental Iron Works	90 00	105755	6- 8-15 Pittsburgh Plate Glass Co.	1 22	105590	7- 1-15 L. J. Wing Mfg. Co.	50 96
105562	6-24-15 John Brook	42 00	105756	7- 6-15 Syndicate Trading Co.	9 50	105591	7- 1-15 Doyle & Kelly	5 50
105563	3-20-15 John Wenning	38 75	105757	7-13-15 The S. S. White Dental Mfg. Co.	1 75	105592	7- 1-15 Meyer, Orr Co., Inc.	30 00
105564	4-14-15 Sargent & Co.	82 20	105758	6-28-15 New York Awning Co.	2 10	105593	4- 1-15 S. Cirigliano	21 53
105565	6-14-15 Reid, King & Co.	10 41	105759	7- 3-15 Geo. Ermold Co.	37 50	105594	7-15-15 Yorkville Central Garage	33 50
105566	6-19-15 William Spence	1 95	105760	6-25-15 Syndicate Trading Co.	26 86	105595	7-28-15 A. Denton Bartow	35 00
105567	6-22-15 Fr. Jos. Unger	42 00	105761	6-25-15 A. C. Rowe & Son	20 10	105596	6- 1-15 Aztec Asphalt Co., Inc.	388 25
105568	6-28-15 Robt. Simpson	369 00	105762	7-11-15 Nason Mfg. Co.	26 55	105777	Alfred Ludwig	113 68
105569	7- 7-15 Edward J. Renahan	369 00	105763	6-10-15 John Simmons Co.	169 27	105778	Alfred Ludwig	10 60
105570	41339 E. Rutzler Co.	349 00	105764	7-16-15 Nason Mfg. Co.	106 31	105779	8-14-15 Geo. Damon & Sons	1 50
105571	39214 Doncourt Const. Co.	1,401 00	105765	5-21-15 John Simmons & Co.	22 35	105780	8- 9-15 Patterson Bros.	1 88
105572	41850 Ernest Krauss	380 00	105766	6-16-15 Alfred Peats Co.	22 76	105781	8-11-15 Chas. E. Miller	35 44
105573	40709 A. W. King	900 00	105767	Pierce, Butler & Pierce Mfg. Co.	98	105782	7-20-15 Dennison Mfg. Co.	6 00
105574	38987 Peet & Powers	1,701 00	105768	7-16-15 John Simmons Co.	6 00	105783	7-19-15 Chas. E. Miller	35 59
105575	39451 H. T. Dakin	782 00	105769	6-30-15 A. Silz, Inc.	350 77	105784	7-29-15 J. E. Linde Paper Co.	9 90
105576	40613 The A. H. Andrews Co.	355 20	105770	6-30-15 A. Silz, Inc.	64 61	105785	7-31-15 Title Guarantee & Trust Co. Guarantee Typewriter Co.	1 75
105577	40834 P. Derby & Co., Inc.	1,350 00	105771	6-26-15 Standard Oil Co. of N. Y.	108 42	105786	7-26-15 Yorkville Central Garage	15 43
105578	40848 E. J. Johnson	411 00	105772	7-13-15 E. G. Soltmann	18 48	105787	7-31-15 Yorkville Central Garage	20 00
105579	37993 M. P. Moller	980 00	105773	6- 7-15 Schieffelin & Co.	2 08	105788	7-26-15 Wm. J. Reilly Co.	259 94
105580	40859 Superior Seating Co.	605 90	105774	7-10-15 Parke, Davis & Co.	1 98	105789	7-31-15 Wilson Stamp Co.	7 45
105581	38601 John J. Kenny Co.	1,845 00	105775	6-30-15 N. Y. Bottling Co.	26 00	105790	8- 4-15 Chas. Parker Co.	186 00
105582	42729 Commercial Const. Co.	900 00	105776	6-28-15 Schieffelin & Co.	2 00	105791	8-11-15 Baker, Voorhis & Co.	2 50
105583	42325 Jas. I. Newman	462 15	105777	5-21-15 Powers, Weightman, Rosen- garten Co.	116 80	105792	42170 Northeastern Const. Co.	5,967 00
105584	42764 Motta Cont. Co.	607 50	105778	6-25-15 Seabury & Johnson	51 80		President of the Borough of The Bronx.	
105585	40833 H. T. Dakin	831 60	105779	6-25-15 Seabury & Johnson	103 60	105851	8-16-15 Pederson Lubricator Co.	\$3 60
105586	6-30-15 J. L. Fries	35 00	105780	7- 8-15 Holbrook Mfg. Co.	2 50	105852	8-13-15 Gen. Speedometer Repair Co.	35
105587	6-21-15 Charles Schad	24 00	105781	5-17-15 Wm. R. Smith & Co.	2 00	105853	6-16-15 Connelly Iron Sponge & Governor Co.	8 64
105588	6-25-15 Garbutt & Co.	19 50	105782	4-29-15 Swan & Finch Co.	14 00	105854	6-23-15 Manning, Maxwell & Moore, Inc.	13 50
105589	5- 4-15 Jos. A. Graf	71 00	105783	5-28-15 W. R. Ostrander & Co.	43 30	105855	8-10-15 Indian Refining Co., Inc.	54 88
105590	4-30-15 Wm. Truswell & Son	210 00	105784	7-16-15 N. Stafford Co.	86 00	105856	7- 8-15 I. Wartell	7 50
105591	6-23-15 John Gelsion	251 00	105785	6-11-15 Richardson & Dutt	1 90	105857	8-12-15 Guarantee Awning Co., Inc.	32 50
105592	6-16-15 Syndicate Trading Co.	3 56	105786	7- 9-15 Rand, McNally & Co.	2 50	105858	A. P. Dienst Co., Inc.	11 70
105593	5-22-15 Hammacher, Schlemmer Co.	4 00	105787	7- 6-15 Rand, McNally & Co.	2 50	105859	8- 3-15 Chas. Hvass & Co., Inc.	6 15
105594	6-21-15 Machinery, The Industrial Press	5 00	105788	6-28-15 Syndicate Trading Co.	5 52	105860	8- 3-15 Dimock & Fink Co.	1 50
105595	6-22-15 Kalt Lumber Co.	18 60	105789	6-28-15 Singer Sewing Machine Co.	30	105861	8-13-15 J. B. Elsey	5 70
105596	6-24-15 Oswald Pub. Co.	1 50	105790	6-30-15 Neal & Brinker Co.	6 55	105862	8- 5-15 J. A. McCarthy	34 75
105597	6-25-15 Patterson Bros.	1 20	105791	7-1				

Invoice Finance Vouch- er No.	Date or Con- tract Number.	Name of Payee.	Amount.	Invoice Finance Vouch- er No.	Date or Con- tract Number.	Name of Payee.	Amount.	Invoice Finance Vouch- er No.	Date or Con- tract Number.	Name of Payee.	Amount.
105868	8-13-15	Gen. Speedometer Repair Co.	2 10	105820	6-10-15	Standard Bitulithic Co.	11 31	105616	7-1-15	Empire Rubber & Tire Co..	36 00
105869	7-31-15	August Haeberrmann	12 73	105821	6-7-15	Standard Bitulithic Co.	9 18	105617	7-8-15	Eimer & Amend	12 44
President, Borough of Queens.				105822	6-17-15	Wm. H. Sullivan, Post- master	25 00	105618	7-20-15	Nason Mfg. Co.	4 50
105781	8-6-15	Empire State Window Cleaning-Towel Supply Co..	\$70 20	105823	6-26-15	Granite Motor Car Co.	8 35	105619	7-20-15	Nason Mfg. Co.	9 00
105782	8-4-15	Empire State Window Cleaning-Towel Supply Co..	30 16	105824	7-10-15	Monon Supply Co., Inc.	16 50	105620	7-22-15	Geo. W. Grote Co.	16 25
President of the Borough of Richmond.				105825	7-7-15	Killians Garage	14 10	105621	7-13-15	Michael Fogarty	10 40
105826	3-29-15	T. Harman & Co.	\$3 40	Sheriff, Kings County.				105622	7-8-15	G. E. Ganun	8 65
105827	6-22-15	Summers Supply Co.	2 50	105783	7-31-15	J. D. Books	\$13 03	105623	7-16-15	Harry McLean	14 75
105828	7-2-15	Staten Island Supply Co.	24 87	105784	7-31-15	Michael Braun	12 58	105624	7-16-15	James McNamara	128 15
105829	7-8-15	U. S. Tire Company	30 02	105785	7-31-15	Empire State Dairy Co.	8 37	105625	7-1-15	W. W. Cornell	5 00
105830	7-23-15	U. S. Tire Company	42 75	105786	7-3-15	John F. Farrell	11 10	105626	7-22-15	M. J. Cavanagh	7 50
105831	7-10-15	S. I. Supply Co.	119 72	105787	7-31-15	C. Fitter & Sons	42 92	105627	7-22-15	James Falon	8 00
105832	7-19-15	Poertner Motor Car Co., Inc.	3 00	105788	7-31-15	Metropolitan Hotel Supply Co.	74 97	105628	7-1-15	Robert Mosca	75 00
105833	2-2-15	S. I. Supply Co.	2 41	105789	7-31-15	Louis M. Moniz	10 65	105629	7-1-15	Electro Bleaching Gas Co..	20 83
105834	4-9-15	S. I. Supply Co.	24 85	105790	7-31-15	Otto Muhlbauer	46 99	105630	7-1-15	Electro Bleaching Gas Co..	20 83
105835	4-4-15	Allen Wheeler Co.	29 63	Sheriff, Richmond County.				105631	7-30-15	Detroit Cadillac Motor Car Co.	8 00
105836	4-6-15	A. Singer	5 00	105558	8-18-15	George D. Sharp, P. M.	\$20 00	105632	6-24-15	Asphalt Construction Co..	141 25
105837	6-17-15	Dennis McCarthy	17 00	105559	7-31-15	New York Telephone Co.	21 83	105633	7-26-15	Schaeffer & Budenberg	3 75
105838	7-26-15	Killians Garage	15 00	Department of Street Cleaning.				105634	7-1-15	Knickerbocker Ice Co.	6 72
105839	7-6-15	Edward Wisely & Son.	30 00	105643		J. T. Fetherston, Commis- sioner, Relief and Pension Fund, fines	\$1,497 01	105635	7-20-15	N. Y. Sporting Goods Co.	16 15
105840	7-6-15	W. H. Jonson	30 00	Department of Water Supply, Gas and Electricity.				105636	7-1-15	P. J. Donohue's Sons	68 40
105841	6-26-15	Tabulating Mach. Co.	72 00	105538		J. T. Fetherston, Commis- sioner, Relief and Pension Fund, fines	427 20	105637	7-1-15	Wm. Briggs	121 50
105842	4-29-15	S. I. Rapid Transit Railway Co.	150 00	Department of Street Cleaning.				105638	7-1-15	Clarence D. Williams	103 50
105843	6-21-15	Agent and Warden, Sing Sing Prison	66 60	105609	7-20-15	Gimbel Bros.	\$3 50	105639	7-1-15	Madison Auto Co.	12 00
105844	6-24-15	J. A. Snyder & Bro.	150 00	105610	7-13-15	Chas. W. Wolf	3 87	105550	8-17-15	John H. Raveles	608 18
105845	7-6-15	Mrs. J. H. Cook	6 00	105611	7-30-15	Speed Key Selling Agency.	6 30	105597	6-29-15	Jos. M. Johnson's Sons	334 71
105846	7-23-15	T. J. Mullen	10 50	105612	7-13-15	Oriental Rubber & Supply Co.	76 54	105598	3-20-15	H. A. Rogers Co.	108 03
105814	1-23-15	Sicilian Asphalt Pav. Co.	5 49	105613	7-27-15	Oriental Rubber & Supply Co.	63 46	105599	7-1-15	Knickerbocker Ice Co.	6 40
105815	4-6-15	Standard Bitulithic Co.	22 50	105614	7-20-15	Sweet, Orr & Co.	18 33	105600	7-1-15	Knickerbocker Ice Co.	6 40
105816	4-20-15	Standard Bitulithic Co.	3 33	105615	7-20-15	Yale & Towns Mfg. Co.	3 00	105601	7-1-15	Knickerbocker Ice Co.	6 40
105817	4-20-15	Standard Bitulithic Co.	22 74					105602	7-1-15	Knickerbocker Ice Co.	13 24
105818	4-30-15	Standard Bitulithic Co.	7 50					105603	7-1-15	Knickerbocker Ice Co.	6 40
105819	5-12-15	Standard Bitulithic Co.	26 52					105604	7-1-15	Knickerbocker Ice Co.	22 94

MUNICIPAL CIVIL SERVICE COMMISSION.

Eligible Lists.

Civil Service Examiner, Physical—Promulgated August 21st, 1915.

1. Joseph A. Ruddy, 156 East 79th St., 92.70.
2. Max Pincus, 213 Hart St., Brooklyn, 91.90.
3. Murray A. Wachs, 135 Delancey St., 81.70.
4. Harry M. Steinhardt, 309 East 4th St., 81.30.
5. Edw. R. Schultz, 428 East 67th St., 81.
6. Samuel S. Frumkin, 19 Jackson Place, Brooklyn, 80.80.
7. Fred C. Mills, 10 Menahan St., Brooklyn, 80.50.

Assistant Director, Bureau of Standards—Promulgated August 20th, 1915.

1. Paul Loeser, 191 Claremont Avenue, 80.80.
2. Francis X. A. Purcell, 318 E. 155th St., 79.40.
3. Bernard M. Wagner, 145 Kenilworth Place, Brooklyn, 78.40.
4. Wm. Goldsmith, 507 West 142nd St., 77.
5. Samuel Brock, 2 North 1st St., Jamaica, Queens, 76.80.
6. Frazee L. Belknap, 27 Greystone Park, Yonkers, N. Y., 75.60.
7. Geo. A. White, 2165 67th St., Brooklyn, 74.

Changes in Departments, Etc.

BOROUGH OF QUEENS.

Reassigned—Laborers, at \$2.50 per diem: August 2, James Digilio, Bureau of Sewers; August 7, William J. Burns, Bureau of Highways, July 30.

Died—August 8, Thomas Rush, Sweeper, at \$2.50 per diem, Bureau of Street Cleaning.

Appointed—August 10, Frank H. Brown, 347 E. 41st st., Manhattan, Automobile Engineman, at \$900 per annum, Bureau of Administration; August 4, Sanford N. Raizen, 944 Tiffany St., Bronx, Clerk, at \$1,200, Bureau of Street Cleaning. Asphalt Workers, Bureau of Highways: At \$3 per diem, August 11: Giovanni Vasquezna, Philip B. Stewart, Savario Madero, William Klein, George M. Johnson, Henry Horstmann, John Keough, Thomas Mullen, Chas. D'Amato, William Gibney, Francesco Durso, Ralph Lo Sasso. At \$2.50 per diem: John M. Delaney, Antonio Muscarella, Frank Guerra, Joseph Montemarano, Joseph Coicetti, David Breen, Salvatore Romano, James Albano, Baldassare Di Rosa, Angelo Simone. Patrick Crosby, 11 Audubon Ave., Manhattan, Watchman, at \$600 per annum, Bureau of Highways.

Services Ceased—August 12, Inspectors of Regulating, Grading and Paving, at \$4 per diem, Division of Engineering Construction, Highways, Joseph Hayes, 626 Sixth Ave., Long Island City; August 14, William C. Stoll, 251 E. 30th St., Manhattan.

BOROUGH OF MANHATTAN.

Appointments.

Administration—Nan F. Donnelly, Typewriter Accountant, \$1,200 per annum, for two months, August 4. Stenographers and Typewriters at \$720 per annum for two months, August 10: Jennie R. Finklestein; August 16, Bertha C. Lauer, Mildred Alpert.

Highways: Temporary Watchmen at \$600 per annum, emergency, July 24, Joseph A. Joel, James Farrell. Temporary Inspector of Public Works, \$1,200 per annum, emergency, July 24, Joseph Abrams; July 26, Edward Lober; July 29, Abraham Bernstein. James O'Grady, Rammer, \$4 per diem, July 28. Laborers at \$2.50 per diem, August 2, William Vogan, John A. Manzinski, William M. Fa-

gan, Peter Mulvehill, Martin Potter, Thomas J. Rooney, James Murtha, Peter J. Geraghty, Thomas F. Horgan, Thomas Conlon, Edward Leonard, Antonio Lorenzo, Patrick Duggan, William H. Renison. John F. Crowell, Watchman at \$600 per annum, August 16. Joseph C. Fox, Junior Chemist, \$1,200 per annum, for 5 months, August 3. David Greenberger, Junior Chemist, \$1,200 per annum, for 5 months, August 3. Inspectors of Public Works, \$1,200 per annum, for 5 months, August 13, Frank Nearing, Joseph Hayes.

Public Buildings and Offices—Laura A. Hotchkiss, Swimming Instructor, \$900 per annum, July 27; Michael J. McDonough, Theresa A. Myron, Attendant, at \$720 per annum (emergency), August 9. Samuel Y. Megia, Telephone Operator, \$600 per annum, August 1. Patsy Di Giacomo, Elevatorman, \$900 per annum, August 9. Attendants, \$900 per annum: August 5, Thos. J. Denon; at \$720, Mary A. Sutter, August 7; at \$900, Matthew J. Etchingham, for two months, August 12. Patrick Kean, Stationary Engineer, at \$4.50 per diem, August 17. Elizabeth F. McGrath, Cleaner, at \$360 per annum, August 16. Mary Maroney, Attendant, at \$720 per annum, for 2 months, August 14.

Sewers—Patrick Mahon, Automobile Engineman, \$4 per annum, emergency, August 17.

Services Ceased.

Highways—Henry J. Hardy, Watchman, \$600 per annum, July 27.

Public Buildings and Offices—George J. Palermo, Window Cleaner, at \$600 per annum, August 10. John F. O'Connell, Temporary Attendant, \$900 per annum, August 15. Edward McFadden, Licensed Fireman, \$3 per diem, August 14.

Highways—Frank H. Senior, Temporary Watchman, \$600 per annum, July 21. Samuel Weinik, Junior Chemist, \$1,200 per annum, August 1.

Public Buildings and Offices—Alfred G. Brown, Swimming Instructor, \$900 per annum, July 31. Cleaners, \$600 per annum: July 31, David Gattle; August 8, Patsy Di Giacomo.

Administration—Caroline Gertenbach, Stenographer to the Commissioner of Public Works, \$1,500 per annum, July 31.

Deaths.

Highways—Robert H. Dougherty, Inspector of Public Works, \$1,200 per an-

num, July 16. John Hickey, Laborer, \$2.50 per diem, August 15.

Public Buildings and Offices—John Weldon, Stationary Engineer, \$4.50 per diem, July 21; John J. O'Connor, Foreman Elevatorman, \$3 per diem, August 4; Mary Kennedy, Cleaner, \$360 per annum, August 9.

Transfers.

Sewers—Laborers at \$2.50 per diem, from Docks. July 24, Samuel Boehm, Michael F. Wall, July 26; Joseph A. Donegan, July 28; William Kelleghan, Ship Carpenter, \$4 per diem, from Docks, August 16.

Highways—Daniel J. Lenihan, Laborer, \$2.50 per diem, from Docks, July 20. August 2, Asphalt Workers at \$3 per diem, to Bronx, Edward Howard; at \$2.50 per day, Salvatore Digangi, Giovanni Bianco, William Meredith; July 26, Francesco Russo; July 28, Giovanni Biserto. James O'Grady, Laborer, \$2.50 per diem, from Rammer, August 9. Nicholas O'Connell, Rammer, \$4 per diem, from Paver, August 16.

Administration—George W. Hopper, Stenographer to the Commissioner of Public Works, \$1,500 per annum, from Stenographer and Typewriter, August 3; John F. Murnan, Stenographer and Typewriter, \$900 per annum, from Fire Department, August 10.

Public Buildings and Offices—Agnes Ward, Attendant, \$720 per annum, from Parks, August 1.

Reinstatements.

Sewers—Laborers at \$2.50 per diem, August 2, John O'Flaherty. Charles J. Zink, August 3.

Public Buildings and Offices—Percy L. Greenough, Attendant, \$900 per annum, August 11; Josie A. Paul, Attendant, \$720 per annum, August 7.

Highways—Warren A. Dyckman, Inspector, P. W., \$1,200, August 9. Michael Quinlan, Paver, \$5 per diem, August 2. John Glosking, Laborer, \$2.50 per diem, August 19.

Department of Public Charities.

Report for Week Ended August 14, 1915:

Appointments—Stenographers and Typewriters, at \$600: Maybelle L. Nolen, Martha E. Valentine. Stationary Engineer, at \$4.50 per diem: James Carney. Supervising Nurse, at \$750: Susan M. Hayes. Trained Nurses, at \$600: Judith D. Berg, Magdalen B. Quinn, Kathleen Kenney, Katherine Raynor, Minnie V. Black. Pupil Nurses, at \$120: Clara E. Martin, Martha J. Brandy, Mary E. Fergus, Mary G. Riviere.

Salary Reduced—Supervising Nurse, from \$750 to \$600, Hermine Bird.

Services Ceased—Social Investigator, at \$1,200: Louis L. Suskyn. Executive Interpreter, at \$720: William J. Durkin. Laundryman, at \$600: Harry Thorne. Trained Nurses, at \$600: Signe M. Husborg, Mary F. O'Brien. Stenographer and Typewriter, at \$600: Martha E. Valentine. Carpenter, at \$5 per diem: Geo. B. Hemmes. Stationary Engineers, at \$4.50 per diem: Maurice J. Healy, James Carney, George M. Kilbourne. Pupil Nurses, at \$120: Grace D. Evans, Gertrude Riviere. Stationary Engineer, at \$4.50 per diem: James McMeikan.

Appointments—Hospital Helpers, at \$600: Jennie Hurley, Jean Reid, Marion Maxwell; at \$480, Jean Davidson, Isabelle Milne, George Cruise; at \$360, Margaret O'Meara, William Mavor; at \$300, Frederick Spalthoff, William Campbell, Alfred Willison; at \$240, Edith Blask, Annie Rosenzweig, Harry Thomson, Lizzie Devlin, George E. Davis, Jas. E. Elwood, Owen Burdge, William McCullough, Phillip Simons, Patrick Casey, Hyman Odelsky, George Smith, Paul H. Wagner, Lizzie Daly, Daniel F. Goodwill, William Armhold, William J. Wood, Margaret Miskovsky, Margaret Shannon, Hannah Sullivan, Margaret Coleman. John J. Bergen, Arthur St. Clair, William G. Hirtten, Joseph Gurry, Frank K. Garner, Edwin A. Hollmann; at \$192, Bessie Mack, Grace L. Meehan; at \$180, Katie Hanley, Annie Kane, James F. Gerity, Samuel Smith, Patrick Reid, Thomas O'Brien, Charles Gibson, William Barker, James E. Price, John Gill, Delia Curran, No. 2; at \$144, Frederick Wacker, Bridget Gorman, James Whalen, Ernest Lott; at \$120, Sarah McCormack, Mary Cullen, Augusta Loomis, George Konklin, Frederick Bornbush, Thomas Kenny, Samuel W. Newman, Michael Murphy, Joseph O'Connor, Mary Franzell, Mary Fay, Joseph Delaney, Delia Tidlits, Joseph Colca, Thomas Fitzgerald, Lillian Turner.

Promotions—Hospital Helpers, from

\$360 to \$480, William G. Sutton; from \$240 to \$360, William V. McCready; from \$240 to \$480, James Lamberton; from \$192 to \$240, Dorothy Hoffman; from \$144 to \$240, Joseph Brown; from \$120 to \$150, Lizzie O'Rourke; from \$180 to \$240, Wilbur M. Storms.

Services Ceased—Hospital Helpers, at \$480, Annette A. Conrad, Mary Meade; at \$360, Mary L. Costello, William Murray; at \$300, Edward Wren; at \$240, Charles Rathgen, Peter Madden, Lena Bertsche, James Cunningham, William Murphy, Mary Monahan, Rose Coughlin, Susanna Manning, Lillie J. McCauley, Joseph Conway, Katherine Deasy, Frank Moch; at \$192, Mary Kowaleska; at \$180, Margaret Whelan; at \$120, Owen Donnelly; at \$600, Robert Eastburn, Frances Doehler, Jennie R. Hurley, Mary V. Nash, Marinetta Orecchia; at \$480, Mary M. Holland, Lazetta Hannman, Charles W. Smith, George Stewart; at \$360, Albert Peabody, Kate Zelns, Mary Gallagher, Annette Bergman; at \$300, Charles Bartfai; at \$240, Teresa McElmeel, John Callahan, Patrick Finn, Joseph Blasczyk, William Butler, Loretta Murphy, Annie Duffy, Mary Jennings, Frank Kneeshaw, Richard Leavey, Frederick Hettler, James P. Smith, Catherine Jones, Ella Daly, Harold S. W. Hagen; at \$180, William Delmore, John J. O'Connor, Alfred S. Harris, Annie O'Neill, Thomas Martin, James Sullivan, Edward Blaney, Patrick Cavanagh, Patrick Horrigan; at \$144, James Doyle, Michael Hogan; at \$120, Daniel Murray, Lizzie Foster, Susan Kelly, Mary McNeil, William Canders, Edward Ward.

Contracts Awarded—Louis S. Gimbel, Broadway and 33d St., chairs, etc.; surety, \$365; award, \$1,213.99. John Wanamaker, 784 Broadway, New York City, chairs, etc.; surety, \$745; award, \$2,469.45.

J. A. CONNOLLY, Jr., Acting Sec'y.

BOARD OF CITY RECORD.

Abstract of transactions for week ended August 21, 1915.
Moneys Received—Subscriptions to the City Record, \$51.15; cash sales of City Record, \$65.46. Total, \$116.61.
Vouchers Transmitted to Comptroller—Contracts, \$16,311.12; open market orders, \$5,515.48. Total, \$21,826.60.
Open Market Orders Issued After Competitive Bidding.

Name of Lowest Bidder.	Number of Orders.	Printing.	Stationery.	Books.	Total.
W. F. Albers	4			\$65 30	\$65 30
W. Bratter & Co.	17	\$478 35	\$76 70	104 00	659 05
The Brooklyn Daily Eagle	1	55 40			55 40
M. B. Brown Ptg. & Bdg. Co.	48	2,349 28	25 74	328 13	2,703 15
P. J. Collison & Co.	16	301 54	91 78		393 32
The Herald Square Press	1	36 04			36 04
J. J. Little & Ives Co.	1	127 00			127 00
Clarence S. Nathan, Inc.	9	484 78			484 78
The O'Connell Press, Inc.	4	70 00			70 00
The J. W. Pratt Co.	26	175 81	389 13		564 94
Tiebel Bros.	3			42 49	42 49
Tower Mfg. & Novelty Co.	3		16 29		16 29
The Trow Press	6	250 25	10 00		260 25
	139	\$4,328 45	\$609 64	\$539 92	\$5,478 01

DAVID FERGUSON, Supervisor of the City Record.

Borough of Manhattan.

Bureau of Buildings.
Registration Cancelled—As master or employing plumber, Edward Darbig, 905 3d Avenue, Manhattan, August 9.

Registration Cancelled—As employing plumber, Robert J. Stanton, shops 338 West 44th Street and 59 Old Broadway, Manhattan, August 20.

Borough of Queens.

Report for week ended July 31, 1915.
Public Moneys Received—For restoring pavement over street openings, \$678.10; for vault permits, \$340.80; for other purposes, \$150; for sewer connections, \$220. Total, \$1,388.90.

Requisitions Drawn on Comptroller—General administration, \$630.06; Bureau of Highways, \$36,085.14; Bureau of Sewers, \$22,561.42; Bureau of Street Cleaning, \$9,427.40; Bureau of Public Buildings and Offices, \$1,517.14; Bureau of Topographical Surveys, \$695.23. Total, \$70,916.39.

Permits Issued—To open streets to tap water pipes, 48; to open streets to repair water connections, 10; to open streets to make sewer connections, 31; to open streets to repair sewer connections, 2; to place building material on streets, 17; to construct street vaults, 17; special permits, 13; to cross sidewalks, 5; to repair sidewalks, 20; for sewer connections, 28; for sewer repairs, 2; for other purposes, 2. Total, 195.

Work Done.

Bureau of Highways.

Macadamized Streets—Sq. yds. of macadam pavement repaired, 3,473; sq. yds. of macadam pavement cleaned, 53,967; sq. yds. of macadam pavement sprinkled, 1,680; sq. yds. of macadam pavement oiled, 39,706; sq. yds. of dirt wings honed and repaired, 23,301; lin. ft. of gutters cleaned, 25,950; sq. yds. of macadam pavement finished, 32,286.

Paved Streets—Sq. yds. of granite pavement repaired, 1,270; sq. yds. of wood block pavement repaired, 11; sq. yds. of cobble pavement repaired, 223; sq. yds. of brick pavement repaired, 32; lin. ft. of gutters cleaned, 6,780; lin. ft. of gutters built, 22; lin. ft. of curb reset, 504; lin. ft. of headers set, 535; sq. yds. of asphaltic concrete pavement finished, 2,448.

Unimproved Streets—Sq. yds. of roadway graded, 3,954; sq. yds. of roadway crowned and repaired, 22,667; sq. yds. of roadway oiled, 77,933; lin. ft. of gutters formed and cleaned, 51,727.

Culverts—Lin. ft. of pipe laid, 46.
Bridges—Lin. ft. of guard rail repaired, 135.

Trees and Weeds—Sq. yds. of weeds cut down and removed, 3,020.

Topographical Bureau.

By Office Force—Draft Damage Maps: 17th, Spangler and Smith Sts., Brinkerhoff Ave., Lambertville Ave. Final Damage Maps: Atlantic Ave., Theodore St., Proctor St., McComb Place. Benefit Maps—Van Pelt, 12th and Proctor Sts., McComb Place, Kew Gardens Road, Spangler St. and Smith St., Brinkerhoff Ave., Lambertville Ave., Champion St. and Sutphin Rd., Ziegler Ave., Burrough Ave. and Atlantic Ave. Plotting and checking corrections and additions on record maps. Looking up information and assigning subsurface locations. Examining, indexing and filing field notes, water department prints, miscellaneous data, application prints, permit notices. Plotting test pits on color index. Compiling boring information. Copying old records, County Clerk's Office, Queens; calculating and plotting field work.

By Field Force—Monumenting: Cypress Hills, East Jamaica, Far Rockaway,

Bayside, Ridgewood, Jamaica, White-stone, Hollis, Rockaway Park, Belle Harbor. Traverse and Location: Cypress Hills, Rockaway Park, Belle Harbor, Bayside. Damage Survey: Glendale, Ridgewood. Leveling: Long Island City, Elmhurst. Location of substructures uncovered, together with new installations throughout the First, Second, Third and Fourth Wards.

Bureau of Sewers—Number of basins built, 1; number of manholes built, 2; lineal feet of sewer cleaned, 66,590; number of basins cleaned, 183; number of basins repaired, 2; number of manholes repaired, 4; number of manholes cleaned, 336; open drains cleaned, 10,880 ft.; material used, cement, 1 1/2 bags; brick, 600; pipe, 98 ft.; waste, manhole covers, 2; basin covers, 1; waste, 10 lbs.; oakum, 14 lbs. Loads removed from sewers, 131; loads removed from basins and drains, 238.

Bureau of Street Cleaning.
Street Sweepings, Garbage, Etc., Collected and Disposed of—Cu. yards mixed materials, 7,552.77; cu. yards ashes, 339.11; cu. yards sweepings, 479.01; cu. yards rubbish, 3,397.34; cu. yards garbage, 1,732.47; miles of street swept, 99; miles private streets swept, 7; miles gutters cleaned, 30.

Bureau of Public Buildings and Offices.
Painting, carpenter work, plumbing, repairs to tin roofs, leaders, etc., and cleaning.

Laboring Force Employed.

Bureau of Highways—Foremen, Assistant Foremen, Mechanics and Laborers, 478; teams, 62; horses and carts, 77; steam rollers, 10.

Bureau of Sewers—Foremen, Assistant Foremen, Drivers, Sounders, Mechanics and Laborers, 141; horses and carts, 23.

Bureau of Street Cleaning—Superintendent, District Superintendent, Foremen, Assistant Foremen, Mechanics, Helpers, Drivers, Laborers and Clerks, 317; teams and trucks, 67; horses and carts, 131; horses and packers, 6; teams and sweepers, 6.

Bureau of Public Buildings and Offices—Superintendent, Clerks, Foremen, Engineer, Firemen, Stokers, Carpenters, Plumbers, Pipe Fitters, Tinsmiths, Helpers, Painters, Laborers, Cleaners, Janitors, Mason, Helpers and Attendant, 95.

Bureau of Topographical Surveys—Engineer in Charge, Assistant Engineer, Laborers, Sounders, Rodmen, Drivers, Foremen, Assistant Foremen, Draughtsmen, Transmitters, Computers, Riggers, Axemen and Flagmen, 159; horses and wagons, 1.
JAMES A. DAYTON, Acting President.

Department of Water Supply, Gas and Electricity.

Report for week ended July 31, 1915.
Collection—Bureau of Water Register, all Boroughs, \$79,914.53.

Changes in Working Force.

MANHATTAN.

Appointed—Mary A. Martin, 153 West 16th Street, Stenographer and Typewriter, at \$750 per annum; Anna Plato, 264 Manhattan Avenue, Temporary Stenographer and Typewriter, at \$900 per annum.

Salary Increased—Samuel Goldstein, James J. Haley, Daniel J. Traynor, Peter J. Farrell and Thomas Stuart, Clerks, from \$300 to \$540 per annum.

BROOKLYN.

Salary Increased—Matthew Bigger and Abraham Turckebau, Clerks, from \$300 to \$540 per annum; Wm. N. Wing, Stationary Engineer, from \$4.50 per day to \$1,750 per annum.

Salary Decreased—Wm. R. Massie, Stationary Engineer, from \$1,750 per annum to \$4.50 per day.

DELOS F. WILCOX, Deputy Commissioner.

Report for week ended August 7, 1915:
Collection—Bureau of Water Register, all Boroughs, \$56,275.47.

Contracts Entered Into.

Alterations and improvements at New Utrecht Pumping Station, n. e. corner of Avenue "V" and East 14th St., and converting same into a distribution station; dated July 29, 1915; Contractor, The John J. Hearn Construction Company, Surety, U. S. Fidelity and Guaranty Co. Estimated cost, \$10,363.

Furnishing, delivering and laying water mains, etc. (Section 1); dated, July 30, 1915; Contractor, Soraci Contracting Company. Surety, New England Casualty Company. Estimated cost, \$41,960.88.

Furnishing and delivering lead lined pipe, lead lined elbows and lead lined nipples, Manhattan Borough; dated, July 27, 1915; Contractor, Knickerbocker Supply Co. Surety, Casualty Co. of America. Estimated cost, \$579.30.

Furnishing, delivering and laying water mains, etc., in Beach, Broad, John and Prince Sts.; in New York, Osgood, Prospect, Richmond and St. Mary's Aves.; and in Broadway, Richmond Borough; dated, August 2, 1915; Contractor, James McAvoy. Surety, National Surety Co. Estimated cost, \$44,985.92.

Changes in Working Force.

MANHATTAN.

Services Ceased—August Zindel, Machinist Helper; Cornelius Coffey, Automobile Engineer.

BROOKLYN.

Died—Bernard Curry, Oiler.

RICHMOND.

Appointed—James McMeiken, 40 3d Pl., Brooklyn, Temp. Sta. Engr., \$4.50 per day; Frank J. Monahan, Port, Richmond, S. I., Temporary Oiler, \$3 per day.
DELOS F. WILCOX, Deputy Commissioner.

METEOROLOGICAL OBSERVATORY OF THE DEPARTMENT OF PARKS.

Abstracts of Registers from Self-Recording Instruments for the Week Ending August 7, 1915.

Central Park, The City of New York—Latitude, 40° 45' 58" N. Longitude, 73° 57' 58" W. Height of Instruments Above the Ground, 53 Feet; Above the Sea, 97 Feet. Under Supervision of U. S. Weather Bureau, James H. Scarr, District Forecaster, Acting Director.

Date.	7 a. m.	9 a. m.	11 a. m.	1 p. m.	3 p. m.	5 p. m.	7 p. m.	9 p. m.	Mean for the Day.	Maximum.	Minimum.
August.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Time.	Time.
Sunday,	76	29.88	84	29.85	74	29.85	29.86	86	29.90	11 a. m.	75 29.84
Monday,	74	29.80	84	29.77	78	29.78	29.78	73	29.83	1.30 a. m.	85 29.73
Tuesday,	63	29.94	59	30.06	61	30.05	30.05	60	30.09	4.15 p. m.	74 29.81
Wednesday,	67	29.85	77	29.70	70	29.79	29.78	60	30.04	0 a. m.	73 29.87
Thursday,	51	29.87	76	29.85	66	29.86	29.86	73	29.90	11 a. m.	68 29.82
Friday,	60	29.88	63	29.84	64	29.87	29.86	61	29.88	8 a. m.	60 29.83
Saturday,	78	29.90	80	29.88	73	29.87	29.88	67	29.94	9.30 a. m.	75 29.85
											5 p. m.
Mean for the week.										29.88 inches	
Maximum for the week at 4.15 p. m. August 3d.										30.09 inches	
Minimum for the week at 10 a. m. August 4th.										29.67 inches	
Range for the week.										0.42 inch	

Thermometers.

Date.	7 a. m.	9 a. m.	11 a. m.	1 p. m.	3 p. m.	5 p. m.	7 p. m.	9 p. m.	Mean.	Maximum.	Minimum.
August.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Time.	Time.
Sunday,	76	74	84	76	74	78	74	88	12.30 pm	78	11 pm
Monday,	74	72	84	78	75	79	74	86	3.30 pm	78	6 pm
Tuesday,	67	63	59	56	61	59	62	56	74	0 am	70
Wednesday,	63	63	77	69	70	64	70	65	79	2.30 pm	59
Thursday,	51	57	76	68	66	62	68	62	77	4.10 pm	61
Friday,	60	57	63	61	64	62	62	60	64	8 pm	59
Saturday,	78	65	80	70	73	70	73	67	81	2.45 pm	62
											3.50 am
Mean for the week.										70.3 degrees	65.4 degrees
Maximum for the week at 12.30 p. m. August 1st.										88 degrees	78 degrees
Minimum for the week at 2 a. m. August 4th.										59 degrees	56 degrees
Range for the week.										29 degrees	22 degrees

Wind.

Mean for the week.....	70.3	degrees	65.4	degrees
Maximum for the week at 12.30 p. m. August 1st.....	88	degrees at 12.30 p. m. Aug. 1	78	degrees
Minimum for the week at 2 a. m. August 4th.....	59	degrees at 1.30 p. m. Aug. 3	56	degrees
Range for the week.....	29	degrees	22	degrees

Wind.													
Velocity in Miles.													
Date. August.	Direction.				Distance traveled				Force in Pounds per Square Foot.				
	7 a.m.	2 p.m.	9 p.m.		9 p.m.	7 a.m.	2 p.m.	9 p.m.	for the Day.	7 a.m.	2 p.m.	9 p.m.	Max.	Time.
Sunday,	1	NE	SE	W	19	28	39	89	0	3/4	0	1	11.25 p. m.
Monday,	2	SE	W	W	25	24	23	77	0	3/4	0	1	6.15 a. m.
Tuesday,	3	E	NE	E	92	80	70	257	5 3/4	3	4 1/2	5 1/4	11.30 a. m.
Wednesday,	4	E	SW	NW	104	89	55	227	2 3/4	2 1/4	0	12	10.10 a. m.
Thursday,	5	NE	NE	E	41	34	41	135	3/4	1	1 1/2	1	1.50 a. m.
Friday,	6	E	NE	NE	71	47	36	139	0	1/2	1/4	1 1/2	11.55 p. m.
Saturday,	7	NW	SW	S	23	34	42	104	0	1/2	2 1/4	1 1/2	
Distance traveled during the week.....										1,028 miles			
Maximum force during the week.....										12 pounds			

Hygrometer.

Date. August.	Force of Vapor.					Relative Humidity.					Clear, 0 Overcast, 10						
	7 a.m.	2 p.m.	9 p.m.	Mean.		7 a.m.	2 p.m.	9 p.m.	Mean.		7 a.m.	2 p.m.	9 p.m.				
Sunday,	1	.810	.810	.757	.792	89	71	93	84	{ 10 St. }							
Monday,	2	.757	.732	.838	.776	92	62	88	81	9 St.							
Tuesday,	3	.556	.417	.482	.478	82	84	91	86	10 Nb.							
Wednesday,	4	.575	.595	.536	.569	100	68	70	79	{ 10 Nb. }							
Thursday,	5	.417	.595	.517	.510	78	66	80	75	{ 2 Cu. }							
Friday,	6	.432	.517	.536	.495	83	91	88	87	10 St. Cu.							
Saturday,	7	.517	.616	.707	.613	85	62	88	78	9 St. Cu.							

Rain and Snow.

Date.	Time of Beginning.	Time of Ending.	Duration.	Amount of Water.	Depth of Snow.
August.					
Sunday,	1	4.35 p. m.	.....	7 h. 25 m.	.29 in.
Monday,	2	6.40 p. m.	About 4.00 a. m.	4 h. 0 m.	.....
		11.30 p. m.	9.40 p. m.	3 h. 0 m.	.17 in.
Tuesday,	3	3.45 p. m.	About 1.30 a. m.	1 h. 30 m.	.....
		8.40 p. m.	3.10 p. m.	9 h. 25 m.	.....
Wednesday,	4	.....	10.05 a. m.	3 h. 20 m.	.....
Thursday,	5	11.35 p. m.	.....	0 h. 25 m.	3.25 in.
		.....	2.30 a. m.	2 h. 30 m.	.06 in.
Friday,	6	About 5.00 a. m.	About 5.30 a. m.	0 h. 30 m.	.68 in.
		12.40 p. m.	3.30 p. m.	2 h. 50 m.	.....
Saturday,	7	About 1.00 a. m.	2.30 a. m.	1 h. 30 m.	.01 in.
Total amount of water for the week.				4.87 inches	
Duration for the week.				50 hours, 50 minutes	

Date.	7 a. m.	2 p. m.
Sunday, August 1st.	Overcast, warm	Partly cloudy, warm
Monday, August 2d.	Cloudy, close	Partly cloudy, warm
Tuesday, August 3d.	Rain, cool	Rain, cool
Wednesday, August 4th.	Rain, windy	Cloudy, pleasant
Thursday, August 5th.	Partly cloudy, cool	Clear, pleasant
Friday, August 6th.	Overcast, cool	Rain, cool
Saturday, August 7th.	Cloudy, cool	Partly cloudy, pleasant

Board of Health.

Abstract of minutes of July 28, 1915.

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

Actions Discontinued—969, Isaac I. Plotz; 978, Louis E. Klingon; 979, David J. Hyman; 800, William J. Kenney.

Premises Ordered Vacated—147 No. 3d St., Brooklyn; 8752 Bay 12th St., Brooklyn; 145 Union St., Flushing, Queens; 149 Union St., Flushing, Queens; e. s. Elm Ave., 100 feet north of 3d St., Midland Beach, S. I.; s. s. Lincoln Ave., 100 feet south of 5th St., Midland Beach, S. I.; e. s. Midland Ave., 100 feet south of 3d St., Midland Beach, S. I.; e. s. Midland Ave., 68 feet north of 9th St., Midland Beach, S. I.; s. s. First St., 225 feet east of Midland Ave., Midland Beach, S. I.; n. s. Third St., 140 feet east of Lincoln Ave., Midland Beach, S. I.; s. s. Fourth St., 120 feet east of Elm Ave., Midland Beach, S. I.; s. s. Sixth St., 120 feet west of Maple Ave., Midland Beach, S. I.; n. s. Sixth St., 120 feet east of Midland Ave., Midland Beach, S. I.; s. s. Seventh St., 220 feet east of Midland Ave., Midland Beach, S. I.; s. s. Eighth St., 280 feet east of Midland Ave., Midland Beach, S. I.; w. s. Maple Ave., 100 feet north of 3d St., Midland Beach, S. I.

Premises Declared Public Nuisances—1888 First Ave., Manhattan; 524 Metropolitan Ave., Brooklyn; 76 Ridge St., Long Island City, Queens.

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 against certain premises were granted, and certain applications for relief and extensions of orders were denied.

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.

Promotions—Joseph M. Loneragan, Sanitary Inspector, at \$1,800 per annum, Sanitary Bureau, August 6. Mary L. Morrison, Chief of the Division of Employment Certificates (Bureau of Child Hygiene), at \$1,800 per annum, July 24. Katherine V. Dyer, Clerk, Bureau of Preventable Diseases, Manhattan, at \$1,200 per annum, July 1. Oscar M. Leiser, M. D., Medical Inspector, Bureau of Public Health Education, to \$2,280, June 1. Stenographers and typewriters, to \$720, June 1, Bureau of Preventable Diseases, Queens: Jennie Wise. Bureau of Preventable Diseases, Brooklyn: May Murphy. Typewriting Copyists, at \$660 per annum, Bureau of General Administration (Division of Stenography and Typewriting), June 1: Harriet Harris, Julia A. Murphy; July 1, Fannie Leviton. Bureau of Records, Manhattan, June 1: Margaret Feely, Mary Hirschhorn. Bureau of Child Hygiene, Brooklyn: Veronica Brady. Francis J. Hall, Sanitary Inspector, Sanitary Bureau, Brooklyn, at \$900 per annum, June 1.

Reinstated—Henry A. Tierney, 124 Featherbed Lane, Bronx, Sanitary Inspector, Sanitary Bureau, Manhattan, at \$1,200 per annum, July 15. Arthur V. Mullane, 118 East 119th Street, Manhattan, Laboratory Assistant, Bureau of Laboratories, Manhattan, at \$600 per annum, June 30.

Appointments (Paragraph 4, Rule XII)—Nurses, Bureau of Preventable Diseases, at \$900 per annum, July 7: Elizabeth E. Voak, 16 W. 101st St., Manhattan; Lillian De Puy, 949 President St., Brooklyn; July 13: Maria C. Dalton, 61 East 68th St., Manhattan; July 12: Ida M. Reed, 504 West 112th St., Manhattan; July 21. Bureau of Preventable Diseases, Bronx, July 28: Helen M. Radell, 500 W. 144th St., Manhattan. Bureau of Preventable Diseases, Brooklyn, July 26: Margaret Schmitt, 122 Putnam Ave., Brooklyn. Bureau of Preventable Diseases, Brooklyn, July 26: Nota W. Colligan, 122 Sterling Pl., Brooklyn. Bureau of Child Hygiene, at \$900 per annum, July 3: Georgia N. Kitchin, 1443 Bedford Ave., Brooklyn; Anna Osmers, 216 Seventh Ave., Manhattan; July 8: Mary C. Pherran, 141 East 26th Street, Manhattan; July 12: Bridget M. Noonan, 604 West 146th St., Manhattan; July 7. Bureau of Child Hygiene, Brooklyn, July 19: Marion Joyce Newman, 847 East 34th St., Brooklyn. Bureau of Child Hygiene, Manhattan, July 15: Mary Agnes Neifing, 490 E. 189th St., Bronx; Teresa A. McGowan, 152 West 84th St., Manhattan; July 12: Alexander Slawson, 248 St. Nicholas Ave., Manhattan, Veterinarian, Bureau of Food and Drugs, at \$1,200 per annum, July 9. Nurses, Bureau of Preventable Diseases, Manhattan, at \$900 per annum, July 19: Annie B. Trow, 1071 48th St., Brooklyn;

Florence Viola Barker, Willard Parker Hospitals, Foot East 16th St., Manhattan, July 20; Mildred M. Overton, 340 East 31st Street, Manhattan, July 20. Clerks, at \$300 per annum, Bureau of Preventable Diseases, Manhattan, July 7: Max Skal, 46 Rutgers St., Manhattan; Arnold E. Kalish, 323A East 89th Street, Manhattan, Bureau of Records, Manhattan, July 6; Edward W. Schneider, 580 73d Street, Brooklyn, Sanitary Bureau, Manhattan, July 12; Hyman Friedman, 233 Stanton Street, Manhattan, July 14; Joseph Katz, 680 Manhattan Avenue, Brooklyn, Assistant Chief Clerk, Queens, July 7.

Services Dispensed With (Clause III of Civil Service Rule XII)—Jeanie V. Minor, Chief of the Division of Employment Certificates, July 24.

Services Dispensed With—Cora Winston, Nurse, July 27.

Resignations—Harry Apfel, M. D., Medical Inspector, Bureau of Child Hygiene, Manhattan, to take effect July 6, 1915. Nurses, July 12: Marie E. Davis; Bridget M. Noonan, July 7; Mildred M. Overton, Bureau of Child Hygiene, Brooklyn, July 18; Mildred M. Overton; Sntje de Boer, July 2.

Appointed—Nurses, Bureau of Child Hygiene, at \$900 per annum, July 1: Dynagh W. Dolan, 151 W. 96th St., Manhattan; Martha A. Browne, 203 W. 107th St., Manhattan; Rose T. Donnelly, 50 Central Park West, Manhattan; Antje de Boer, 108 Main St., Richmond; E. Bertha Smith, 58 E. 102d St., Manhattan; Florence A. Barnicle, 551 4th St., Brooklyn; Lena Albecker, 622 West 137th St., Manhattan; Anna Robie Nye, 396 Jefferson Ave., Brooklyn; Gladys Gardner, 497 Third St., Brooklyn; Laura P. Vogel, 152 Sherman Ave., Manhattan; Helen J. MacKenzie, 1437 Pacific St., Brooklyn; Anna Polak, 911 E. 176th St., The Bronx; Frances E. Watts, 515 W. 111th St.; Harriet Denning, 122 Putnam Ave., Brooklyn; Florence L. Wiegand, 496 W. 136th St., Manhattan; Frances Upham, 8 Willow Street, Brooklyn; Ella G. Binks, 160 E. 91st St., Manhattan; A. Elizabeth Higgins, 200 W. 85th St., Manhattan; Hannah Frances McGloin, 455 East 34th St., Brooklyn; Madeline Mair, 512 West 123d Street, Manhattan, Bureau of Child Hygiene, Brooklyn, July 19; Juel A. Dillon, 608 West 139th Street, Manhattan, July 23; Charles H. Nammack, 42 East 29th Street, Manhattan, Pathologist Bacteriologist, Bureau of Laboratories, Manhattan, at \$1,200 per annum, July 19. Medical Inspectors, Bureau of Child Hygiene, Brooklyn, at \$1,200 per annum, July 1, temporary period 2 mos.: Mas S. Itelson, 470 51st St., Brooklyn; Harry Apfel, 327 Pennsylvania Avenue, Brooklyn, July 3. Medical Inspector, Bureau of Child Hygiene, Manhattan, at \$1,200 per annum, July 3, temporary period 2 mos.: Joseph Kraner, 109 East 114th St., Manhattan. Medical Inspectors, Bureau of Child Hygiene, Brooklyn, at \$1,200 per annum, July 27, temporary period of less than three months: Gabriel Hamburger, 101 East 116th St., Manhattan. Veterinarians, Bureau of Food and Drugs, at \$1,200 per annum, July 9: Charles E. Caulfield, 434 East 57th St., Manhattan; Charles W. Shaw, 200 West 78th St., Manhattan. Nurses, Bureau of Child Hygiene, Brooklyn, July 1: Frances E. Watts; Ruth G. Hodskins, July 18. Bureau of Preventable Diseases, Brooklyn, August 7: Charlotte R. D. Fuge; Helen M. Quinlan, Bureau of Child Hygiene, Queens, July 31. Bureau of Preventable Diseases, Manhattan, July 10: Jennie Maguire; Emma Frances Leary, July 14.

EUGENE W. SCHEFFER, Secretary.

**OFFICIAL DIRECTORY.**

Unless otherwise stated, the Public Offices of the City are open for business from 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 noon.

CITY OFFICES.

MAYOR'S OFFICE.
City Hall, Telephone, 8020 Cortlandt.
John Purroy Mitchell, Mayor.
Theodore Rousseau, Secretary.
Bertram de N. Cruger, Executive Secretary.
Bureau of Weights and Measures.
Municipal Building, 3rd floor. Telephone, 1498 Worth.

JOSEPH HARTIGAN, Commissioner.

COMMISSIONERS OF ACCOUNTS.
Municipal Building, Telephone, 4315 Worth.
Leonard M. Wallstein, Commissioner of Accounts.

BOARD OF ALDERMEN.

Clerk's Office, Municipal Building, 2nd floor. Telephone, 4430 Worth.

F. J. Scully, Clerk.
City Hall, Telephone, 6770 Cortlandt.
George McAneny, President.

BOARD OF AMBULANCE SERVICE.
Municipal Building, 10th floor. Ambulance Calls—3100 Spring. Administration Offices, 748 Worth.

ARMORY BOARD.
Hall of Records, Telephone, 3900 Worth.
C. D. Rhinehart, Secretary.

ART COMMISSION.
City Hall, Telephone, 1197 Cortlandt.
John Quincy Adams, Assistant Secretary.

BOARD OF ASSESSORS.
Municipal Building, 8th floor. Telephone, 29 Worth.

Alfred P. W. Seaman, Chairman.
St. George B. Tucker, Secretary.

BELLEVUE AND ALLIED HOSPITALS.
26th st. and 1st ave. Telephone, 4400 Madison square.
Dr. John W. Brannan, President.
J. K. Paulding, Secretary.

DEPARTMENT OF BRIDGES.
Municipal Building, 18th floor. Telephone, 380 Worth.
F. J. H. Kracke, Commissioner.

BUREAU OF THE CHAMBERLAIN.
Municipal Building, 8th floor. Telephone, 4270 Worth.
Henry Bruere, Chamberlain.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.
Municipal Building, 2nd floor. Telephone, 4430 Worth.
P. J. Scully, City Clerk.

BOARD OF CITY RECORD.
Supervisor's office, Municipal Building, 8th floor. Distributing Division, 96 Reade st. Telephone, 3490 Worth.
David Ferguson, Supervisor.

DEPARTMENT OF CORRECTION.
Municipal Building, 24th floor. Telephone, 1610 Worth.
Katharine B. Davis, Commissioner.

DEPARTMENT OF DOCKS AND FERRIES.
Pier "A," N. R. Telephone, 300 Rector.
R. A. C. Smith, Commissioner.

DEPARTMENT OF EDUCATION.
Board of Education.
Park ave. and 59th st. Telephone, 5580 Plaza.
Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in August, and the second and fourth Wednesdays in every month, except August.

Thomas W. Churchill, President.
A. Emerson Palmer, Secretary.

BOARD OF ELECTIONS.
General office and office of the Borough of Manhattan, Municipal Building, 18th floor. Telephone, 1307 Worth.
Edward F. Boyle, President.
Moses M. McKee, Secretary.

Other Borough Offices.
The Bronx.
368 E. 148th st. Telephone, 336 Melrose.
Brooklyn.
435-445 Fulton st. Telephone, 1932 Main.

Queens.
64 Jackson ave., Long Island City. Telephone, 3375 Hunters Point.
Richmond.
Borough Hall, New Brighton, S. I. Telephone, 1000 Tompkinsville.

All offices open from 9 a. m. to 4 p. m. Saturday, to 12 m.

BOARD OF ESTIMATE AND APPOINTMENT.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Joseph Haag, Secretary.

Bureau of Records and Minutes.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Joseph Haag, Secretary.

Office of the Chief Engineer.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Nelson P. Lewis, Chief Engineer.

Bureau of Public Improvements.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Nelson P. Lewis, Chief Engineer.

Bureau of Franchises.
Municipal Building, 13th floor. Telephone, 4563 Worth.
Harry P. Nichols, Engineer.

Bureau of Contract Supervision.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Central Testing Laboratory, 125 Worth St. Telephone, 3088 Franklin. Tilden Adamson, Director.

Bureau of Standards.
Municipal Building, 13th floor. Telephone, 4560 Worth.
George L. Tirrell, Director.

Bureau of Sewer Plan.
Municipal Building, 12th floor. Telephone, 4227 Worth.
Kenneth Allen, Engineer.

BOARD OF EXAMINERS.
Municipal Building, 20th floor. 9 a. m. to 4 p. m. Saturday, to 12 m. Telephone, 1800 Worth.

Board meets every Tuesday at 2 p. m.
Edward V. Barton, Clerk.

DEPARTMENT OF FINANCE.
Municipal Building, 5th floor. Telephone, 1200 Worth.
Shepard A. Morgan, Secretary to the Department, 5th floor.

William A. Prendergast, Comptroller.
Deputy Comptrollers, 7th floor. Alexander Brough, Edmund D. Fisher, Charles S. Hervey, Hubert L. Smith.

Receiver of Taxes.
Manhattan—Municipal Building, 2nd floor. Telephone, 1200 Worth.
Bronx—177th st. and Arthur ave. Telephone, 140 Tremont.

Brooklyn—236 Duffield st. Telephone, 7056 Main.
Queens—5 Court Square, Long Island City. Telephone, 3386 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.
Frederick H. E. Epstein, Receiver of Taxes.

Collector of Assessments and Arrears.
Manhattan—Municipal Building, 3d floor. Telephone, 1200 Worth.
Bronx—177th St. and Arthur Ave. Telephone, 47 Tremont.

Brooklyn—503 Fulton st. Telephone, 8340 Main.
Queens—Municipal Building, Court Square, Long Island City. Telephone, 1553 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.
Daniel Moynahan, Collector.

FIRE DEPARTMENT.
Municipal Building, 11th floor. Telephone, 4100 Worth.
Brooklyn, 365 Jay st. Telephone, 7600 Main.
Robert Adamson, Commissioner.

DEPARTMENT OF HEALTH.
Centre and Walker sts., Manhattan. Telephone, 6280 Franklin.
Burial Permit and Contagious Disease offices always open.

Bronx, 3731 Third ave. Brooklyn, Flatbush ave., Willowbury and Fleet sts. Queens, 372 Fulton st., Jamaica. Richmond, 514 Bay st., Stapleton.
S. S. Goldwater, Commissioner.

Eugene W. Scheffer, Secretary.

BOARD OF INEBRIETY.

300 Mulberry st. Telephone, 7116 Spring.
Board meets first Wednesday in each month at 3 o'clock.
Charles Samson, Secretary.

LAW DEPARTMENT.

Office of Corporation Counsel.
Main office, Municipal Building, 16th floor. Telephone, 4600 Worth.
Frank L. Polk, Corporation Counsel.
Brooklyn office, 153 Pierrepont st. Telephone 2948 Main.

Bureau of Street Openings.
Main office, Municipal Building, 15th floor. Telephone, 1380 Worth.
Brooklyn office, 166 Montague st. Telephone, 5916 Main.

Queens office, Municipal Building, Long Island City. Telephone, 3886 Hunters Point.

Bureau for the Recovery of Penalties.
Municipal Building, 15th floor. Telephone 3460 Worth.

Bureau for the Collection of Arrears of Personal Taxes.
Municipal Building, 17th floor. Telephone, 4585 Worth.

Tenement House Bureau and Bureau of Buildings.
Municipal Building, 15th floor. Telephone, 1620 Worth.

DEPARTMENT OF LICENSES.
Main Office, 49 Lafayette st. Telephone, 4490 Franklin.
George H. Bell, Commissioner.

Brooklyn—381 Fulton Street. Telephone, 1497 Main.
Queens—Borough Hall, Long Island City. Telephone, 5400 Hunters Point.

Richmond, Borough Hall, New Brighton. Telephone, 1000 Tompkinsville.
Division of Licensed Vehicles—517-519 W. 57th st. Telephone, 6387 Columbus.

Public Employment Bureau—Men's departments, 128 Leonard st.; Women's departments, 53 Lafayette st. Telephone, 6100 Franklin.

MUNICIPAL CIVIL SERVICE COMMISSION.
Municipal Building, 14th floor. Telephone, 1580 Worth.
Henry Moskowitz, President.
Robert W. Belcher, Secretary.

MUNICIPAL REFERENCE LIBRARY.
Municipal Building, 5th floor. Telephone, 1072 Worth. 9 a. m. to 5 p. m.; Saturday, to 1 p. m.

DEPARTMENT OF PARKS.
Municipal Building, 10th floor. Telephone, 4850 Worth.
Cabot Ward, Commissioner, Manhattan and Richmond.

Borough of Brooklyn.
Litchfield Mansion, Prospect Park, Brooklyn. Telephone, 2300 South.
Raymond V. Ingersoll, Commissioner.

Borough of The Bronx.
Zbrowski Mansion, Claremont Park. Telephone, 2640 Tremont.
Thomas W. Whittle, Commissioner.

Borough of Queens.
The Overlook, Forest Park, Richmond Hill, L. I. Telephone, 2300 Richmond Hill.
John E. Weier, Commissioner.

Park Board.
Municipal Building, 10th floor. Telephone, 4850 Worth.
Cabot Ward, President. Louis W. Fehr, Secretary.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.

Municipal Building, 24th floor. Telephone, 1610 Worth.
Thomas R. Minnick, Secretary.

EXAMINING BOARD OF PLUMBERS.
Municipal Building, 8th floor. Telephone, 1800 Worth.
J. A. Glendinning, Clerk.

POLICE DEPARTMENT.
240 Centre st. Telephone, 3100 Spring.
Arthur Woods, Commissioner.

DEPARTMENT OF PUBLIC CHARITIES.
Principal office, Municipal Building, 10th floor. Telephone, 4440 Worth.
Brooklyn and Queens, 327 Schermerhorn st., Brooklyn. Telephone, 2977 Main.

Bureau of Dependent Adults, Pier, foot of East 26th st. Telephone, 7400 Madison Square.
The Children's Bureau, 124 East 59th st. Telephone, 7400 Madison Square.

Borough of Richmond, Borough Hall, St. George, S. I. Telephone, 100 Tompkinsville.
John A. Kingsbury, Commissioner.

PUBLIC RECREATION COMMISSION.
Municipal Building, 5th floor. Telephone, 1471 Worth.
Meeting every second Tuesday at 2.30 p. m.
Cyril H. Jones, Acting Secretary.

PUBLIC SERVICE COMMISSION.
154 Nassau st., Manhattan. 8 a. m. to 11 p. m. every day, including holidays and Sundays. Telephone, 4150 Beekman.
Edward E. McCall, Chairman.
Travis H. Whitney, Secretary.

BOARD OF REVISION OF ASSESSMENTS.
Municipal Building, 7th floor. Telephone, 1200 Worth.
John Korb, jr., Chief Clerk.

COMMISSIONERS OF SINKING FUND.
Office of Secretary, Municipal Building, 7th floor. Telephone, 1200 Worth.
John Korb, jr., Secretary.

DEPARTMENT OF TAXES AND ASSESSMENTS.
Municipal Building, 9th floor. Telephone, 1800 Worth.

Lawson Purdy, President.
C. Rockland Tying, Secretary.

DEPARTMENT OF STREET CLEANING.
Municipal Building, 12th floor. Telephone, 4240 Worth.
John T. Fetherston, Commissioner.

TENEMENT HOUSE DEPARTMENT.
Manhattan and Richmond office, Municipal Building, 19th floor. Telephone, 1526 Worth.
Brooklyn and Queens office, 503 Fulton st., Brooklyn. Telephone, 3825 Main.

Bronx office, 391 East 149th st. Telephone, 107 Melrose.
John J. Murphy, Commissioner.

BOARD OF WATER SUPPLY.
Municipal Building, 22d floor. Telephone, 3150 Worth.
Charles Strauss, President.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Municipal Building, 23d, 24th and 25th floors. Telephone: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.

Brooklyn, Municipal Building, Brooklyn, Bronx, Tremont and Arthur ave. Queens, Municipal Building, Long Island City, Richmond, Municipal Building, St. George.

William Williams, Commissioners.

BOROUGH OFFICES.

BOROUGH OF THE BRONX.

President's office, 3d ave. and 177th st. Telephone, 2680 Tremont.

Douglas Mathewson, President.

BOROUGH OF BROOKLYN.

President's office, Borough Hall. Telephone, 3960 Main.

Lewis H. Pounds, President.

BOROUGH OF MANHATTAN.
President's office, 20th floor, Municipal Bldg.
Commissioner of Public Works, 21st floor, Municipal Building.
Assistant Commissioner of Public Works, 21st floor, Municipal Building.
Bureau of Highways, 21st floor, Municipal Building.
Bureau of Public Buildings and Offices, 20th floor, Municipal Building.
Bureau of Sewers, 21st floor, Municipal Bldg.
Bureau of Buildings, 20th floor, Municipal Building.
Telephone, 4227 Worth.
Marcus M. Marks, President.

BOROUGH OF QUEENS.
President's office, Borough Hall, Long Island City. Telephone, 3400 Hunters Point.
Bureau of Public Buildings and Offices, Town Hall, Flushing, L. I. Telephone, 1740 Flushing.
Maurice E. Connolly, President.

BOROUGH OF RICHMOND.
President's office, New Brighton, Staten Island. Telephone, 1000 Tompkinsville.
Calvin D. Van Name, President.

COBORNERS.
Manhattan, Municipal Building—Second Floor. Open at all hours of the day and night. Telephone, Worth 3711.
Bronx—Arthur and Tremont ayes. Telephone, 1250 Tremont. 8 a. m. to midnight, every day.
Brooklyn, 236 Duffield st. Telephone, 4004 Main. Open at all hours of the day and night.
Queens, Town Hall, Jamaica, L. I., 9 a. m. to 10 p. m.; Sundays and holidays, 9 a. m. to 12 m.
Richmond, 175 Second st., New Brighton. Open at all hours of the day and night.

COUNTY OFFICES.

Unless otherwise stated, the County offices are open for business from 9 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 noon.

NEW YORK COUNTY.

COUNTY CLERK.
County Court House. Telephone, 5388 Cortlandt.
Wm. F. Schneider, County Clerk.
9 a. m. to 2 p. m. during July and August.

DISTRICT ATTORNEY.
Criminal Courts Building, 9 a. m. to 5.15 p. m.; Saturdays, to 12 m. Telephone, 2304 Franklin.

Charles Albert Perkins, District Attorney.
COMMISSIONER OF JUDICIALS.
280 Broadway. Telephone, 241 Worth.
Thomas Allison, Commissioner.

PUBLIC ADMINISTRATOR.
119 Nassau st. Telephone, 6376 Cortlandt.
William M. Hoes, Public Administrator.
COMMISSIONER OF RECORDS.
Hall of Records. Telephone, 3900 Worth.
John F. Cowan, Commissioner.

REGISTER.
Hall of Records. Telephone, 3900 Worth.
9 a. m. to 2 p. m. during July and August.
John J. Hopper, Register.

SHERIFF.
51 Chambers st. Telephone, 4300 Worth.
New York County Jail, 70 Ludlow st.
Max S. Grifenhagen, Sheriff.

SUBROGATES.
Hall of Records. Telephone, 3900 Worth.
John F. Cohan; Robert Ludlow Fowler, Surrogates.

William Ray De Lano, Chief Clerk.
John F. Curry, Commissioner of Records.

KINGS COUNTY.

COUNTY CLERK.
Hall of Records, Brooklyn. Telephone, 4930 Main.
Charles S. Devoy, County Clerk.

COUNTY COURT.
County Court House, Brooklyn. Court opens at 10 a. m. daily and sits until business is completed. Part I, Room No. 23; Part II, Room No. 10; Part III, Room No. 14; Part IV, Room No. 1, Court House. Clerk's office, Rooms 17, 18, 19 and 22; open daily from 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 4154 Main.

John T. Rafferty, Chief Clerk.
DISTRICT ATTORNEY.
66 Court st., Brooklyn, 9 a. m. to 5.30 p. m.; Saturday, to 1 p. m. Telephone, 2954 Main.
James C. Cropsey, District Attorney.

COMMISSIONER OF JUDICIALS.
381 Fulton st., Brooklyn. Telephone, 1454 Main.
Jacob Brenner, Commissioner.

PUBLIC ADMINISTRATOR.
44 Court st., Brooklyn. Telephone, 2840 Main.
Frank V. Kelly, Public Administrator.

COMMISSIONER OF RECORDS.
Hall of Records, Brooklyn. Telephone, 6988 Main.
Edmund O'Connor, Commissioner.

REGISTER.
Hall of Records, Brooklyn. Telephone, 2830 Main.
Edward T. O'Loughlin, Register.

SHERIFF.
46-50 Court st., Brooklyn. Telephone, 6845 Main.
Lewis M. Swasey, Sheriff.

SUBROGATE.
Hall of Records, Brooklyn. Court opens at 10 a. m. Telephone, 3954 Main.
Hebert T. Ketcham, Surrogate.
John H. McCooey, Chief Clerk.

BRONX COUNTY.

COUNTY CLERK.
161st st. and 3d ave. Telephone, 9266 Melrose.
James Vincent Ganly, County Clerk.

COUNTY JUDGE.
161st st. and 3d ave. Telephone, 7907 Melrose.
Louis D. Gibbs, County Judge.

DISTRICT ATTORNEY.
161st st. and 3d ave. Telephone, 9200 Melrose.
Francis Martin, District Attorney.

COMMISSIONER OF JUDICIALS.
1932 Arthur ave. Telephone, 3700 Tremont.
John A. Mason, Commissioner.

PUBLIC ADMINISTRATOR.
2808 3d ave. Telephone, 9816 Melrose, 9 a. m. to 5 p. m., Saturday to 12 m.
Ernest E. L. Hammer, Public Administrator.

REGISTER.
1932 Arthur ave. Telephone, 6694 Tremont.
Edward Polak, Register.

SHERIFF.
1932 Arthur ave. Telephone, 6600 Tremont.
James F. O'Brien, Sheriff.

SUBROGATE.
161st st. and 3d ave.
George M. S. Schulz, Surrogate.

QUEENS COUNTY.

COUNTY CLERK.
364 Fulton st., Jamaica. Telephone, 151 Jamaica.
Leonard Ruoff, County Clerk.

COUNTY COURT.
County Court House, Long Island City. Telephone, 596 Hunters Point.
Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September, and on Friday of each week.

Clerk's office opens 9 a. m. to 5 p. m.; Saturdays to 12.30 p. m. Telephone, 551 Jamaica.
Burt Jay Humphrey, County Judge.

DISTRICT ATTORNEY.
County Court House, Long Island City, 9 a. m. to 5 p. m.; Saturday, to 12 m.
County Judge's office always open at 336 Fulton st., Jamaica. Telephone, 3871 Hunters Point.
Denis O'Leary, District Attorney.

COMMISSIONER OF JUDICIALS.
County Court House, Long Island City. Telephone, 963 Hunters Point.
Thorndyke C. McKennee, Commissioner.

PUBLIC ADMINISTRATOR.
302 Fulton st., Jamaica. Telephone, 223 Jamaica.
Randolph White, Public Administrator.

SHERIFF.
County Court House, Long Island City. Telephone, 3766 Hunters Point.
George Emmer, Sheriff.

SUBROGATE.
364 Fulton st., Jamaica. Telephone, 397 Jamaica.
Daniel Noble, Surrogate.

RICHMOND COUNTY.

COUNTY CLERK.
County Office Building, Richmond. Telephone, 28 New Dorp.
C. Livingston Bostwick, County Clerk.

COUNTY JUDGE AND SUBROGATE.
Trial Terms, with Grand and Trial Jury, second Monday of March, first Monday of October.
Trial Terms, with Trial Jury only, first Monday of May, first Monday of December.

Special Terms, Without Jury—Wednesday of each week, except the last week of July, the month of August and the first week of September.

Surrogate's Court.
Monday and Tuesday of each week at the Borough Hall, St. George, and on Wednesday at the Surrogate's Court, at Richmond, except during the session of the County Court. There will be no Surrogate's Court during the month of August.

Surrogate's Court and Office, Richmond, S. I. Surrogate's Chambers, Borough Hall, St. George. J. Harry Tiernan, County Judge and Surrogate.

DISTRICT ATTORNEY.
Borough Hall, St. George. Telephone, 50 Tompkinsville. 9 a. m. to 5 p. m.; Saturday, to 12 m.
Albert C. Fach, District Attorney.

COMMISSIONER OF JUDICIALS.
Village Hall, Stapleton. Telephone, 81 Tompkinsville.
Edward I. Miller, Commissioner.

PUBLIC ADMINISTRATOR.
Port Richmond. Telephone 704 West Brighton.
William T. Holt, Public Administrator.

SHERIFF.
County Court House, Richmond. Telephone, 120 New Dorp.
Joseph F. O'Grady, Sheriff.

THE COURTS.

CITY COURT OF THE CITY OF NEW YORK.
City Hall Park. Special Term Chambers held from 10 a. m. to 4 p. m. Clerk's office open from 9 a. m. to 4 p. m. Telephone, 122 Cortlandt.
Thomas F. Smith, Clerk.

CITY MAGISTRATES' COURT.
First Division.
William McAdoo, Chief City Magistrate, 300 Mulberry st. Telephone, 6213 Spring.

First District—Criminal Court Buildings.
Second District—125 Sixth ave.
Third District—2d ave. and 1st st.
Fourth District—151 E. 57th st.
Fifth District—121st st. and Sylvan place.
Sixth District—162d st. and Washington ave.
Seventh District—314 W. 54th st.
Eighth District—1014 E. 181st st., The Bronx.
Ninth District (Night Court for Females)—125 6th ave.
Tenth District (Night Court for Males)—151 E. 57th st.

Eleventh District (Domestic Relations)—151 E. 57th st.
Thirteenth District (Domestic Relations)—1014 E. 181st st., The Bronx.

Office of the Chief Probation Officer, 300 Mulberry st. Telephone, 8713 Spring.

Second Division.
Borough of Brooklyn.
Office of Chief Magistrate, 14 Court st. Telephone, 7411 Main.

First District—318 Adams st.
Second District—Court and Butler sts.
Fifth District—249 Manhattan ave.
Sixth District—495 Gates ave.
Seventh District—31 Snider ave., Flatbush.
Eighth District—W. 8th st., Coney Island.
Ninth District—5th ave. and 29th st.
Tenth District—133 New Jersey ave.

Domestic Relations—Myrtle and Vanderbilt ayes.
William F. Delaney, Chief Clerk.

Borough of Queens.
First District—St. Mary's Lyceum, L. I. City.
Second District—Town Hall, Flushing, L. I.
Third District—Central ave., Far Rockaway.
Fourth District—Town Hall, Jamaica, L. I.

Borough of Richmond.
First District—Lafayette ave., New Brighton.
Second District—Village Hall, Stapleton.

All courts open daily from 9 a. m. to 4 p. m. except on Saturdays, Sundays and legal holidays, when only morning sessions are held.

COURT OF GENERAL SESSIONS.
Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m., and on Saturdays until 12 m.
Edward K. Carroll, Clerk.

MUNICIPAL COURTS.
The Clerks' offices are open from 9 a. m. to 4 p. m.; Saturday, to 12 noon.

Borough of Manhattan.
First District—54-60 Lafayette st. Additional Part is held at southwest corner of 6th ave. and 10th st. Telephone, 6030 Franklin.
Second District—264-266 Madison st. Telephone, 4300 Orchard.
Third District—314 W. 54th st. Telephone, 5450 Columbus.

Fourth District—Parts I and II, 207 E. 32d st. Telephone, 4358 Murray Hill.
Fifth District—Broadway and 96th st. Telephone, 4006 Riverside.

Sixth District—155 E. 88th st.
Seventh District—70 Manhattan st.
Eighth District—121st st. and Sylvan place. Telephone, 3950 Harlem.

Ninth District—Madison ave. and 59th st. Parts I and II. Telephone, 3873 Plaza.

Borough of The Bronx.
First District—Town Hall, 1400 Williamsbridge road, Westchester. Trial of causes, Tuesday and Friday of each week. Telephone, 457 Westchester.

Second District—Washington ave. and 162d st. Telephone, 3043 Melrose.

Borough of Brooklyn.
First District—State and Court sts. Parts I and II. Telephone, 7091 Main.

Second District—495 Gates ave. Telephone, 504 Bedford.

Third District—6 Lee ave. Telephone, 955 Williamsburg.

Fourth District—14 Howard ave.

Fifth District—5220 Third ave. Telephone, 3907 Sunset.

Sixth District—236 Duffield st. Telephone, 6166 Main.

Seventh District—31 Pennsylvania ave. 8.45 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 m. Telephone, 904 East New York.

Borough of Queens.
First District—115 5th st., Long Island City. Telephone, 1420 Hunters Point.
Second District—Broadway and Court st., Elmhurst. Telephone, 87 Newtown.

Third District—1908 Myrtle ave., Glendale. Telephone, 2352 Bushwick.

Fourth District—Town Hall, Jamaica. Telephone, 1654 Jamaica.

Borough of Richmond.
First District—Lafayette ave. and 2d st., New Brighton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 503 Tompkinsville.

Second District—Former Edgewater Village Hall, Stapleton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 313 Tompkinsville.

COURT OF SPECIAL SESSIONS.
Court opens at 10 a. m.
Part I, Criminal Court Building, Manhattan. Telephone, 3983 Franklin.

Part II, 171 Atlantic ave., Brooklyn. Telephone, Main 4280.

Part III, Town Hall, Jamaica. Held on Tuesday of each week. Telephone, 2620 Jamaica.

Part IV, Borough Hall, St. George. Held on Wednesday of each week. Telephone, 324 Tompkinsville.

Part V, 161st st. and 3d ave., Bronx. Held on Thursday of each week. Telephone, 9088 Melrose.

Frank W. Smith, Chief Clerk.

Children's Court.
New York County—66 3d ave. Telephone, 1832 Stuyvesant.

Dennis A. Lambert, Clerk.
Bronx County—355 E. 137th st. Court held on Wednesday and Friday of each week. Telephone, 9092 Melrose.

Michael Murray, Clerk.
Kings County—102 Court st. Telephone, 627 Main.

William C. McKee, Clerk.
Queens County—19 Flushing ave., Jamaica. Court held on Monday and Thursday of each week. Telephone, 2624 Jamaica.

Sydney O'Leary, Clerk.
Richmond County—Corn Exchange Bank Building, St. George. Court held on Tuesday of each week. Telephone, 324 Tompkinsville.

William J. Browne, Clerk.
SUPREME COURT—APPELLATE DIVISION.
First Judicial Department.

Madison ave., corner 25th st. Court open from 2 p. m. until 6 p. m. Friday, Motion Day, Court opens at 10.30 a. m. Motions called at 10 a. m. Orders called at 10.30 a. m. Telephone, 3840 Madison Square.

Alfred Magaff, Clerk.
Second Judicial Department.
Borough Hall, Brooklyn. Court meets from 2 p. m. to 5 p. m., excepting that on Fridays Court opens at 10 o'clock a. m. Clerk's office open 9 a. m. Telephone, 1392 Main.

John B. Byrne, Clerk.
SUPREME COURT—APPELLATE TERM.
503 Fulton st., Brooklyn. Court meets 10 a. m. Clerk's office opens 9 a. m. Telephone, 7452 Main.

Joseph H. DeBraga, Clerk.
SUPREME COURT—CRIMINAL DIVISION.
Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 6064 Franklin.

William Schneider, Clerk.
SUPREME COURT—FIRST DEPARTMENT.
County Court House. Court open from 10.15 a. m. to 4 p. m. Telephone, 4580 Cortlandt.

SUPREME COURT—SECOND DEPARTMENT.
Kings County.
Joralemon and Fulton sts., Brooklyn. Clerk's office hours, 9 a. m. to 5 p. m. Seven jury trial parts. Special Term for trials. Special Term for motions. Special Term (ex-parte business). Court opens at 10 a. m. Naturalization Bureau, Hall of Records, Brooklyn. Telephone, 5460 Main.

James F. McGee, General Clerk.
Queens County.
County Court House, 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 the first two weeks in September, in Part I. Trial Term, Part 2, February, April, June, last two weeks in September, and November. Special Term for Trials, January, April, June and October.

Clerk's Office open 9 A. M. to 5 P. M. Saturdays until 12 M. from Oct. to June. July, August and September until 2 p. m. Telephone, 3896 Hunter's Point.

Thomas B. Seaman, Special Deputy Clerk in Charge.

Richmond County.
Trial Term held at County Court House, Richmond. Special Term for trials held at Court room, Borough Hall, St. George. Special Term for motions held at Court House, Borough Hall, St. George.

C. Livingston Bostwick, Clerk.

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 will meet in Room 16, City Hall, at 10 o'clock A. M. on Thursday, July 1, 1915; Thursday, July 29, 1915; Thursday, August 26, 1915, and Friday, September 17, 1915, upon which latter date the Board will resume its regular meetings on Friday of each week. JOSEPH HAAQ, 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 Thursday, at 10.30 a. m., upon notice of the Chief Clerk. JOHN KORB, JR., Secretary.

Board of City Record.
The Board of City Record meets in the City Hall at call of the Mayor.

DAVID FERGUSON, Supervisor, Secretary.

POLICE DEPARTMENT.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Police Commissioner at the Bookkeeper's Office, Headquarters of the Police Department, 240 Centre st., until 10 o'clock a. m., on

WEDNESDAY, AUGUST 25, 1915.
FOR FURNISHING, DELIVERING AND ERECTING COMPLETE IN EVERY DETAIL, ONE AUTOMATIC JOB CYLINDER PRESS.

The time allowed for the performance of the contract is thirty (30) 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 will state the price for which he will do all the work and provide, furnish and deliver all the labor and materials mentioned and described in said contract and specifications.

The bids will be compared and award made to the lowest bidder.

No bid will be considered unless it is accompanied by a deposit, which shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

For particulars as to the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications and to the plans on file in the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

Bidders are requested to make their bids or estimate upon the blank form prepared by the Commissioner, 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 Commissioner, and any further information can be obtained at the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

A. WOODS, Police Commissioner.
The City of New York, August 12th, 1915.

See General Instructions to Bidders on last page, last column, of the "City Record."

OWNERS WANTED FOR UNCLAIMED PROPERTY.
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.

ARTHUR WOODS, Police Commissioner.

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.

ARTHUR WOODS, Police Commissioner.

BOROUGH OF QUEENS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at third floor, Borough Hall, 5th Street and Jackson Avenue, Long Island City, Borough of Queens, until 11.00 A. M. on

WEDNESDAY, SEPTEMBER 1, 1915.
NO. 1: FOR THE CONSTRUCTION OF A DRY WEATHER FLOW SEWER AND APPURTENANCES IN MASPETH AVENUE FROM NEWTOWN CREEK TO RUST STREET, AND IN RUST STREET FROM MASPETH AVENUE TO CLARK AVENUE; FOR THE CONSTRUCTION OF A STORM-WATER SEWER AND APPURTENANCES FROM RUST STREET TO CREEK STREET, IN THE EASEMENT TO BE ACQUIRED BY THE CITY OF NEW YORK, AND A COMBINED SEWER IN CLARK AVENUE FROM RUST STREET TO PERRY AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

193 Lin. Ft. 8' 0" x 7' 0" Double barrel reinforced concrete sewer, not including foundation piling under Railroad Bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.

154 Lin. Ft. 24-inch Cast Iron pipe drain, including reinforced concrete cradle, not including foundation piling under Railroad Bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.

103 Lin. Ft. 24-inch Vitrified salt-glazed pipe drain, including reinforced concrete cradle.

1,150 Lin. Ft. 3' 9" Reinforced concrete sewer, including spurs and underpinning and piling under the Long Island Railroad tracks in Maspeth Avenue.

1,040 Lin. Ft. 4' 0" Reinforced concrete sewer, including spurs.

1,040 Lin. Ft. 4' 9" Reinforced concrete sewer, including spurs.

218 Lin. Ft. 5' 0" Reinforced concrete sewer, including spurs.

30 Manholes, complete.

1 Breast wall and concrete apron on 24" pipe drain, complete.

1 Junction chamber at Rust Street and Clark Avenue, as shown on plan, complete.

131 Lin. Ft. of risers for house connections, including Y's.

100,000 Ft. B. M. Timber for sheeting and bracing.

79,000 Ft. B. M. Timber for foundation, furnished and laid.

54,000 Lin. Ft. wooden piling, below caps, furnished, driven and cut off.

750 Lin. Ft. sectional steel piles, Hercules or equivalent, below caps, furnished, driven and cut off.

25,000 Pounds structural steel, including bolts, nuts, washers, spikes, etc., furnished and placed.

9 Single receiving basins, complete.
1 Double receiving basin, complete.
390 Lin. Ft. 12-inch Vitrified salt-glazed pipe for basin connections.
20 Lin. Ft. 10-inch Vitrified salt-glazed pipe for basin connections.
3 Relief drains on L. I. R. drains, complete.
16,400 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.
4,750 Lin. Ft. reinforced concrete piles, below caps, furnished and driven.
104,000 Ft. B. M. Timber for sheeting and bracing.
55,000 Ft. B. M. Timber for foundation, furnished and laid.
7,500 Pounds structural steel, including bolts, nuts, washers, etc., furnished and placed.
396 Lin. Ft. 6-inch Vitrified salt-glazed pipe for house connection drains.
111 Six-inch spurs, 24 inches long, on concrete sewers.
2 Six-inch spurs on 18-inch Vitrified salt-glazed pipe sewer.
63 Six-inch spurs on 12-inch Vitrified salt-glazed pipe sewer.
1,300 Cu. Yds. Excavation for sewer embankment.
400 Cu. Yds. displaced material for sewer embankment.
3,000 Lbs. Reinforcing steel, not shown on plan.
50 Cu. Yds. Class A Concrete, not shown on plan.
300 Lin. Ft. Fence, furnished and placed.
The time allowed for completing the above work will be two hundred and twenty-five (225) working days.
The amount of security required will be Forty-three Thousand (\$43,000.00) Dollars.

NO. 3: FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN PERRY AVENUE FROM CLARK AVENUE TO MAURICE AVENUE, AND IN MAURICE AVENUE FROM PERRY AVENUE TO HULL AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

The Engineer's estimate of the quantities is as follows:

653 Lin. Ft. 8" x 7" Double barrel reinforced concrete sewer, including spurs.
963 Lin. Ft. 11" x 7" Reinforced concrete sewer, including spurs.
11 Manholes, complete.
1 Increasing chamber at Betts Avenue and Perry Avenue, complete.
1 Junction chamber at Maurice Avenue and Perry Avenue, complete.
1 Single receiving basin at Clark Avenue and Perry Avenue, complete.
61,000 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.
10,000 Ft. B. M. Timber for sheeting and bracing.
115,000 Ft. B. M. Timber for foundation, furnished and laid.
16,000 Pounds structural steel, including bolts, washers, nuts, etc., furnished and placed.
3,000 Pounds reinforcing steel, not shown on plan.
100 Cu. Yds. Class A Concrete, not shown on plan.
2,600 Cu. Yds. Excavation for sewer embankment.
11,000 Cu. Yds. displaced material for sewer embankment.
3,000 Lin. Ft. fence as shown on plan, furnished and placed.
60 Lin. Ft. 18-inch Nestable corrugated culvert pipe, furnished and laid.
100 Lin. Ft. 24-inch Nestable corrugated culvert pipe, furnished and laid.
The time allowed for completing the above work will be one hundred and fifty (150) working days.
The amount of security required will be Forty-eight Thousand (\$48,000.00) Dollars.

The bidder must state the price of each item or article contained in the specifications or schedules herein contained or hereafter annexed, per square yard, per linear foot, or other unit of measure, by which the bids will be tested. 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: August 21st, 1915.
a21.61 MAURICE E. CONNOLLY, President.
See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF MANHATTAN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at Room 2032, Municipal Building, New York City, until 2 o'clock P. M. on

TUESDAY, AUGUST 31, 1915.
NO. 1. FOR REGULATING AND REPAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF MADISON STREET FROM ROOSEVELT STREET TO NEW CHAMBERS STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

10 cu. yds. Earth Excavation for sewer appurtenances.
10 cu. yds. Rock Excavation for sewer appurtenances.
10 cu. yds. Backfilling in excavation for sewer appurtenances.
350 Lin. Ft. New 5-inch Bluestone Curbstone, furnished and set.
60 Lin. Ft. New 6-inch Granite Corner Curbstone, furnished and set.
40 Lin. Ft. Old Curb redressed.
10 sq. ft. Concrete Sidewalk, Class A.
70 sq. yds. Concrete outside of R. R. area.
280 sq. yds. Granite Block Pavement outside of R. R. area.

1 Sewer Manhole Head.
1 Cover for Sewer Manhole.
1 Ring for Sewer Manhole.
3 cu. yds. Brick Masonry.
1 Receiving Basin remodeled.
1 Sluice Basin, Type A.
1 Sluice Basin, Type B.
30 Lin. Ft. Vitrified Pipe, 12-inch diameter.
1,000 Ft. B. M. Planking on Concrete.
Work in Railroad Area.

60 cu. yds. Concrete.
380 sq. yds. Granite Block Pavement.
The time allowed for the full completion of the work will be twenty (20) consecutive working days.

The amount of security required will be \$1,000, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 2. FOR REGULATING AND REPAVING WITH SHEET ASPHALT FROM CURB TO RAIL AND WITH GRANITE BLOCKS IN AND BETWEEN TRACKS ON A CONCRETE FOUNDATION THE ROADWAY OF BROADWAY FROM 47TH STREET TO COLUMBUS CIRCLE, AND WITH SHEET ASPHALT ON CONCRETE FOUNDATION 48TH STREET FROM BROADWAY TO EIGHTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

95 cu. yds. Earth Excavation for sewer appurtenances.
95 cu. yds. Rock Excavation for sewer appurtenances.
95 cu. yds. Backfilling in excavation for sewer appurtenances.
100 Lin. Ft. New 5-inch Bluestone Curbstone, furnished and set.
4,610 Lin. Ft. New 6-inch Granite Corner Curbstone, furnished and set.
830 Lin. Ft. New 6-inch Granite Corner Curbstone, furnished and set.
1,440 Lin. Ft. Old Curb, redressed.
200 sq. ft. Concrete Sidewalk, Class A.
20 Lin. Ft. Granite Headers, furnished and set.
90 Lin. Ft. Granite Headerstone, reset.
3,290 cu. yds. Concrete outside of railroad area.

17,600 sq. yds. Sheet Asphalt Pavement outside of railroad area.
150 sq. yds. Sheet Asphalt Pavement in approaches.

14 Sewer Manhole Heads.
18 Covers for Sewer Manholes.
4 Rings for Sewer Manholes.
5 cu. yds. Brick Masonry.
10 Receiving Basins remodeled.
2 Sluice Basins, Type A.
18 Sluice Basins, Type B.
320 Lin. Ft. Vitrified Pipe, 12-inch diam.
6,000 Ft. B. M. Planking on concrete.
Work in Railroad Area.
720 cu. yds. Concrete.
1,430 sq. yds. Sheet Asphalt Pavement.
4,350 sq. yds. Granite Block Pavement.

The time allowed for the full completion of the work will be sixty-five (65) consecutive working days.

The amount of security required will be \$18,000, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 3. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 49TH STREET FROM SIXTH AVENUE TO SEVENTH AVENUE, AND FROM EIGHTH AVENUE TO NINTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

15 Cu. Yds. Earth Excavation for sewer appurtenances.
15 Cu. Yds. Rock Excavation for sewer appurtenances.
15 Cu. Yds. Backfilling in excavation for sewer appurtenances.
2,370 Lin. Ft. New 5" Bluestone Curbstone.
10 Lin. Ft. New 6" Granite Corner Curbstone.
640 Lin. Ft. Old Curb redressed.
10 Sq. Ft. Concrete Sidewalk, Class A.
10 Lin. Ft. Granite Headers.
50 Lin. Ft. Granite Headers to reset.
1,000 Cu. Yds. Concrete.
5,000 Sq. Yds. Sheet Asphalt Pavement.
60 Sq. Yds. Granite Block Pavement in approaches.

9 Sewer Manhole Heads.
11 Covers for Sewer Manholes.
2 Rings for Sewer Manholes.
3 Cu. Yds. Brick Masonry.

1 Sluice Basin, Type A.
2 Sluice Basins, Type B.
50 Lin. Ft. Vitrified Pipe, 12" diam.
2,000 Feet B. M. Planking on Concrete.
The time allowed for the full completion of the work herein described will be twenty-seven (27) consecutive working days.

The amount of security required will be \$2,500, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 4. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 50TH STREET FROM MADISON AVENUE TO A POINT AVERAGING 328 FEET EAST OF THE EAST CURB LINE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

510 Lin. Ft. New 5-inch Bluestone Curbstone, furnished and set.
10 Lin. Ft. New 6-inch Granite Corner Curbstone, furnished and set.
140 Lin. Ft. Old Curb, redressed.
10 sq. ft. Concrete Sidewalk, Class A.
210 cu. yds. Concrete.
1,090 sq. yds. Sheet Asphalt Pavement.
25 sq. yds. Sheet Asphalt Pavement in Approaches.

1 Sewer Manhole Head.
2 Covers for Sewer Manholes.
1 Ring for Sewer Manhole.
500 Ft. B. M. Planking on concrete.

The time allowed for the full completion of the work will be fifteen (15) consecutive working days.

The amount of security required will be \$750, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 5. FOR REGULATING AND PAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 212TH STREET FROM HARLEM RIVER TO EAST SIDE OF TENTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

495 Lin. Ft. New 5" Bluestone Curbstone.
76 Lin. Ft. New 6" Granite Corner Curbstone.
1,480 Lin. Ft. Old Curb, redressed.
110 Lin. Ft. Granite Headers.
724 Cu. Yds. Concrete.
3,690 Sq. Yds. Sheet Asphalt Pavement.

The time allowed for the full completion of the work herein described will be thirty (30) consecutive working days.

The amount of security required will be \$2,500, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 6. FOR REGULATING AND PAVING WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EXTERIOR STREET FROM 76TH STREET TO 77TH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

60 Lin. Ft. New 5-inch Bluestone Curbstone.
130 Lin. Ft. Old Curb redressed.
190 Lin. Ft. Granite Headers.
180 Cubic Yards of Granite Block Pavement.

1,000 Feet B. M. Planking on Concrete.

The time allowed for the full completion of the work herein described will be twenty (20) consecutive working days.

The amount of security required will be \$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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

NO. 7. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 104TH STREET FROM CENTRAL PARK WEST TO MANHATTAN AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

Engineer's Estimate of the Amount of Work to be Done.

15 cu. yds. Earth Excavation for sewer appurtenances.
10 cu. yds. Rock Excavation for sewer appurtenances.
10 cu. yds. backfilling in excavation for sewer appurtenances.
300 Lin. Ft. New 5-inch Bluestone Curbstone, furnished and set.
10 Lin. Ft. New 6-inch Granite Corner Curbstone, furnished and set.
450 Lin. Ft. Old Curb, redressed.
10 sq. ft. Concrete Sidewalk, Class A.
250 cu. yds. Concrete.
1,250 sq. yds. Sheet Asphalt Pavement.
30 sq. yds. Sheet Asphalt Pavement in Approaches.

1 Sewer Manhole Head.
2 Covers for Sewer Manholes.
1 Ring for Sewer Manhole.
3 cu. yds. Brick Masonry.

1 Sluice Basin Type A.
1 Sluice Basin Type B.
45 Lin. Ft. Vitrified Pipe, 12-inch diameter.
1,000 Ft. B. M. Planking on concrete.

The time allowed for the full completion of the work will be sixteen (16) consecutive working days.

The amount of security required will be \$1,000, 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, on or before the time of making his bid, samples and affidavit, or the letter in regard to samples and affidavit, as required by the specifications.

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 articles, 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.
MARCUS M. MARKS, President.
Aug. 19th, 1915. a19.31

See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at Room 2032, Municipal Building, until 2 o'clock P. M. on

TUESDAY, AUGUST 31, 1915.

FOR FURNISHING, DELIVERING AND ERECTING 500 STREET SIGNS, EACH FRAME TO CONTAIN TWO ENAMEL SIGNS, AT VARIOUS LOCATIONS IN THE BOROUGH OF MANHATTAN.

TYPE "A" CONTAINER FRAMES AND ORNAMENTAL SECTION SHALL BE OF MALLEABLE CAST IRON WITH A CLAMP OF ROLLED STEEL.

TYPE "B" CONTAINER FRAMES, ORNAMENTAL SECTION AND CLAMP SHALL BE OF ROLLED STEEL.

The time allowed for the completion of the work will be one hundred (100) consecutive calendar working days.

The amount of security required will be One Thousand Dollars (\$1,000), and the amount of deposit accompanying the bid will be five (5) per cent. of the amount of security.

The bidder will state one aggregate price for each item described and specified, as the contract is entire and for a complete job.

The bids will be compared and the contract awarded at a lump or aggregate sum to the lowest bidder of the item selected and determined upon.

Blank forms, specifications and plans may be obtained at the office of the Auditor, offices of the Commissioner of Public Works, Room 2141, Municipal Building, Bor. of Man.

MARCUS M. MARKS, President.
City of New York, August 19th, 1915. a19.31
See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF PARKS.

Sale of Privileges.

SEALED BIDS WILL BE RECEIVED BY the Park Commissioner at the office of the Department of Parks, Municipal Building, Borough of Manhattan, until eleven o'clock on

MONDAY, AUGUST 30, 1915.

FOR THE PRIVILEGE OF SELLING NEWSPAPERS AND MAGAZINES FROM A PORTABLE STAND LOCATED IN PARK PROPERTY AT 60TH ST. AND BROADWAY.

Each bidder shall make his bid for the amount of monthly rental.

The period of time, should the contract be let, will expire on December 31st, 1915.

No bids will be considered unless accompanied by a certified check or money to the amount of Fifty Dollars.

The bids will be compared and the privilege will be awarded to the highest responsible bidder.

The Commissioner reserves the right to reject all bids.

The form of proposal and full information as to bidding can be obtained at the office of the Department of Parks, Municipal Building, 10th Floor, Centre Street, New York City.

CABOT WARD, Commissioner of Parks, Manhattan and Richmond. a18.30
See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ELECTIONS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Elections of the City of New York at the Municipal Building, Manhattan, until 12 M. on

WEDNESDAY, SEPTEMBER 1, 1915.

FOR FURNISHING AND DELIVERING OFFICIAL AND SAMPLE BALLOTS FOR PRIMARY ELECTION, SEPTEMBER 28TH, 1915.

The time for the delivery of the ballots and the performance of the contract is ten (10) calendar days.

The amount of security required is fifty (50) per cent. of the total amount for which the contract is awarded.

The bids will be compared and the contract awarded in aggregate for all items.
The Board of Elections reserves the right to

make any changes or corrections in the copy that it may deem advisable, or that shall be made necessary by the orders of courts of competent jurisdiction up to within forty-eight (48) hours of the time for the delivery of the ballots. As delivery of all of the ballots on time is absolutely essential, all night and Sunday work that shall be necessary to insure such prompt deliveries shall be performed, the cost of same to be included in the price bid, as no allowance can or will be made for such extra work.

Pursuant to the designation of the Secretary of State, the color of the paper to be used for ballots for the Republican Party shall be cherry; for the Democratic Party, light green; for the Independence League Party, Canary; for the American Party, Scarlet; for the Prohibition Party, Mandarin; for the Progressive Party, light blue, and for the Socialist Party, buff.

Blank forms and other information may be obtained at the office of the Board of Elections, Municipal Building.

EDWARD F. BOYLE, MOSES M. McKEE, JAMES KANE, JACOB A. LIVINGSTON, Commissioners of Elections.

THOMAS J. KERRY, Deputy Chief Clerk.
Dated New York, August 20th, 1915. a20.31
See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at Pier "A," foot of Battery Place, North River, Manhattan, until 12 o'clock noon on

TUESDAY, AUGUST 24, 1915.

CONTRACT NO. 1472.
FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING HORSES, WITH HARNESS AND DRIVERS, FOR CARTING COAL TO AND REMOVING ASHES, ETC., FROM THE MUNICIPAL FERRYBOATS IN THE BOROUGH OF BROOKLYN AND RICHMOND.

The time for the completion of the work and the full performance of the contract is on or before December 31, 1915.

The amount of security required is as follows:
Class 1—For about 1,242 days' service, Borough of Richmond, the sum of \$840.

Class 2—For about 414 days' service, Borough of Brooklyn, the sum of \$300.

The bidder shall state, both in writing and in figures, a price per day of eight hours for one horse, with harness and driver in each class, by which unit price the bids in each class will be tested, and according to which price award of the contract in either class will be made to the lowest bidder. Each class will be awarded as a separate contract. In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Horses with harness and drivers must be furnished 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 said Department.
R. A. C. SMITH, Commissioner of Docks.
Dated August 10, 1915. a12.24

See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF RICHMOND.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at Borough Hall, St. George, New Brighton, S. I., until 12 o'clock M. on

TUESDAY, AUGUST 24, 1915.

Borough of Richmond.
NO. 1. FOR REGULATING AND REPAVING, TO THE ESTABLISHED GRADE, WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION, THE SOUTH WING OF RICHMOND TERRACE FROM HARBOR ROAD TO WESTERN AVENUE, TERMINATING TWO FEET FROM THE SOUTH RAIL OF THE RAILROAD TRACKS, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

6,450 square yards of granite block pavement, including sand bed and laid with cement grout joints, with one (1) year maintenance.

1,200 cubic yards of concrete foundation.
13 cubic yards of concrete, in forms.
10 cubic yards of reinforced concrete.
1 cubic yard of brick masonry.

520 linear feet of new 4" x 16" bluestone curbstone, furnished and set.

2,080 linear feet of old bluestone curbstone, redressed, rejoined and reset.

2,600 square feet of old sidewalk, relaid.
20 linear feet of roof leader outlets, relaid.
The time for the completion of the work and the full performance of the contract is one hundred and twenty (120) days.

The amount of security required is Ten Thousand Five Hundred Dollars (\$10,500.00).

NO. 2. FOR REGULATING AND REPAVING WITH BITUMINOUS CONCRETE ON PRESENT FOUNDATION, AND WITH NAPPED GRANITE BLOCK WITH CEMENT GROUT JOINTS AND SAND CUSHION ON CONCRETE FOUNDATION, THE ROADWAY OF CLOVE ROAD FROM RICHMOND TURNPIKE TO BROADWAY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

6,800 square yards of bituminous concrete pavement, with five (5) years maintenance.

6,800 square yards of old foundation, prepared.
1,800 square yards of napped granite block pavement, including sand bed and laid with cement grout joints, with five (5) years maintenance.

440 cubic yards of concrete foundation.
500 linear feet of bluestone header, reset.

6,500 linear feet of granite block header, in place.
700 cubic yards of broken stone, furnished and placed.

250 cubic yards of screenings, furnished and placed.

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 Six Thousand Dollars (\$6,000.00).

NO. 3. FOR RECONSTRUCTING SEWER OUTLET AT TAYLOR STREET, BOROUGH OF RICHMOND, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

144 linear feet of 20" C. I. pipe, furnished, laid and calked, including excavation and backfilling.

192 linear feet of 20" C. I. pipe, recovered, relaid and calked, including excavation and backfilling.

1,800 linear feet of piles, furnished, driven and cut.

1,400 B. M. feet of yellow pine timber for caps and blocks, furnished and secured in place, as per section on plan of the work.

28 pieces of galvanized band, furnished and secured in place, as per section on plan of the work.

2,000 B. M. feet of sheeting, retained.

The time for the completion of the work and the full performance of the contract is forty (40) days.

The amount of security required is One Thousand Dollars (\$1,000.00).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank forms prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application therefor at the office of the Commissioner of Pub. Wks. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Commissioner of Public Works, Borough of Richmond, Borough Hall, St. George, S. I. CALVIN D. VAN NAME, President.

New York, August 24, 1915. a13,24

See General Instructions to Bidders on last page, last column, of the "City Record."

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 Queens.

4701. Sewer and appurtenances in Fulton street from Vanderveer Avenue to Ocean View Avenue, and in Ocean View Avenue from Fulton Street to Ridgewood Avenue. Affecting Block No. 2813, Second Ward, and Block Nos. 1 to 44, 50, 52, 54, 56, 60, 61, 62, 64 to 84, 116 to 124 and 126, Fourth Ward.

Borough of Brooklyn.

4642. Regulating, grading, curbing and flagging Lott Avenue from Bristol Street to Rockaway Avenue.

4678. Paving 50th Street from Fort Hamilton Avenue to a point 215 feet west of 11th Avenue.

4679. Paving 76th Street from 4th Avenue to 5th Avenue.

4683. Regulating, grading, curbing and flagging East 13th Street between Avenue K and Avenue L.

4693. Regulating, grading, curbing and flagging East 7th Street from Ditmas Avenue to 18th Avenue.

4694. Regulating, grading, curbing and flagging 16th Avenue from 60th Street to the Sea Beach Railroad. Together with a list of awards for damages caused by a change of grade.

4704. Paving Cleveland Street from Blake Avenue to Dumont Avenue.

4705. Paving 54th Street between 8th and 9th Avenues.

The area of assessment in the above mentioned lists extends to within half the block at the intersecting and terminating streets and avenues.

4717. Sewer Basin at the easterly corner of 18th Avenue and 76th Street. Affecting Block No. 6227.

4719. Sewer Basin at the west corner of 17th Avenue and 67th Street. Affecting Block No. 5567.

4723. Sewer in East 27th Street from Avenue M to Avenue N. Affecting Block Nos. 7662 and 7663.

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, Room 809, Municipal Building, New York, on or before Tuesday, September 21, 1915, 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, Room 809, Municipal Building, City of New York, Borough of Manhattan.

August 21, 1915. a21,sl

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF HEALTH.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dept. of Public Charities, Dept. of Health, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING HOUSEHOLD WARE (CHINA, GLASSWARE, STONE WARE, PLATED WARE, NICKEL, SILVERWARE, KITCHEN UTENSILS AND ENAMEL WARE).

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. 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 per piece, dozen 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 and awarded, if made, made to the lowest bidder on each item or class, 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.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRAUNMAN, M. D., President.

DEPT. OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner.

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dept. of Correction, Fire Department, Dept.

of Health, Dept. of Public Charities, Dept. of Water Supply, Gas and Electricity, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING CLOTHING, DRY GOODS AND NOTIONS, ETC.

The time for the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. 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 per each, doz., gross, yard, piece 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, if made, made to the lowest bidder on each 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.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRAUNMAN, M. D., President.

DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

DEPT. OF WATER SUPPLY, GAS AND ELECTRICITY, WILLIAM WILLIAMS, Commissioner.

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BELLEVUE AND ALLIED HOSPITALS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Trustees in the Staff Room of Bellevue Hospital (entrance 415 E. 26th st.) until 12 o'clock noon on

TUESDAY, AUGUST 24, 1915.

FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY OR REQUIRED FOR THE PAINTING OF ALL PLASTER WALL AND CEILING SURFACES IN PAVILIONS "I" AND "K" OF THE NEW BELLEVUE HOSPITAL, SITUATED 26TH TO 29TH STREETS, FIRST AVENUE TO EAST RIVER, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

The time allowed for the completion of all the work included under this contract is one hundred and twenty (120) consecutive calendar days.

The security required will be four thousand dollars (\$4,000). (Bonds not required with bids.)

As a condition precedent to the acceptance and consideration of a bid, a deposit of two hundred dollars (\$200) must be made with the department, in accordance with section No. 420 of the Greater New York Charter, as explained in general instructions, last page of City Record.

Bids must be submitted upon blank forms prepared by the department.

No proposal, after it shall have been deposited with the department, will be allowed to be withdrawn for any reason whatever.

The bids will be compared and the contract awarded as soon thereafter as practicable, according to law.

Blank forms and further information may be obtained at the office of the Contract Clerk and Auditor, entrance No. 400 East 29th Street, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRAUNMAN, M. D., President.

See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF FINANCE.

Interest on City Bonds and Stock.

THE INTEREST DUE ON SEPTEMBER 1, 1915, on Registered Bonds, Stocks and Corporate Stock Notes of The City of New York, and of former corporations now included therein, will be paid on that day by the Comptroller at his office (Room 853), Municipal Building, at Chambers and Centre Streets in the Borough of Manhattan.

The coupons that are payable in New York, London or Paris for the interest due September 1st, 1915, on Corporate Stock of The City of New York will be paid on that day, at the option of the holders thereof, at the office of the Guaranty Trust Company, 140 Broadway, New York City, or at the office of Messrs. Seligman Bros., 18 Austin Friars, London, E. C., England.

The coupons that are payable on September 1st, 1915, for interest on Corporate Stock Notes and Revenue Bonds of The City of New York will be paid on that day at the office of the said Guaranty Trust Company.

The coupons that are payable on September 1, 1915, for interest on bonds of former corporations now included in The City of New York will be paid on that day at the office of the said Guaranty Trust Company.

The books for the transfer of bonds and stock on which interest is payable on September 1st, 1915, will be closed from August 14th to September 1st, 1915.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, July 27th, 1915. j925a

Confirmation of Assessments.

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessment for LOCAL IMPROVEMENTS IN THE BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, SECTION 14. CLASON POINT ROAD—PAVING A ROADWAY AND ADJUSTING CURB FROM Westchester Avenue to the East River. Area of assessment affects blocks 3429 to 3462, 3465, 3468 to 3480, 3493 to 3502, 3519 to 3528, 3553, 3557 to 3561, 3596 to 3600, 3634 to 3641, 3657 to 3666, 3719 to 3727 and 3744 to 3750.

WHITE PLAINS ROAD—REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES from a point near Old Unionport Road to a point near Thwaites Place. Area of assessment affects blocks 4257, 4258, 4283 to 4294, 4297, 4317 to 4323, 4333 to 4339, 4342 to 4345, 4349 to 4351.

—that the same was confirmed by the Board of Revision of Assessments on August 12, 1915, and entered August 12, 1915, 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, in the Offerman Building, 503 Fulton street, 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 October 9, 1915, 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.

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, Municipal Building, north side, third floor, 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 October 9, 1915, 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, August 10, 1915. a14,25

the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, "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 avenues, 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 October 11, 1915, 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.

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."

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Section 159 of this act provides * * *

SEALED BIDS FOR THE PRIVILEGE TO maintain a Bookblack Stand in the space 3' by 4' on the main floor of The Bronx County Court House, between the Brook Avenue entrance to said building and the elevator shaft, in the Borough of The Bronx, for a period of one year commencing September 1, 1915, at the minimum or upset rental of \$120 per annum, will be received by the Comptroller on

WEDNESDAY, AUGUST 25, 1915, at 11 a. m., at the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, upon the following

TERMS AND CONDITIONS:
Bids must be made in the amount of rent per month which the bidder is willing to pay for such privilege for each and every month of the full term of one year, and each bid must be accompanied by cash or certified check for one month's rent in advance, which shall be forfeited if the successful bidder does not sign the rental agreement when notified that it is ready for execution.

He will also be required to give an undertaking in the amount of the rental bid for the full term of one year, with two sufficient sureties to be approved by the Comptroller, conditioned for the payment of the rent monthly in advance and for the performance of the provisions of the agreement.

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 corporation, as provided by law.

The agreement will be in the usual form of agreements for like privileges, and will contain in addition thereto the following provisions:

1. That the privilege granted is for the maintenance of bookblack stand.

2. That the purchaser of the privilege shall erect a stand at his own cost and expense, the form of said stand to be subject to the approval of the President of the Borough of The Bronx.

3. That the party to whom the privilege is granted shall be subject to the rules and regulations laid down by the President of the Borough of The Bronx affecting the care and maintenance of the building.

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, August 2, 1915. a9,25

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.

Corporation Sales of Buildings.

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE BOARD OF Education, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings standing upon property owned by The City of New York, formerly used for school purposes, in the

Borough of Manhattan.

BEING the buildings under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C, in the Borough of Manhattan, which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution adopted by the Commissioners of the Sinking Fund at a meeting held July 30, 1915, the sale by sealed bids of the above described buildings and appurtenances thereto, will be held by direction of the Comptroller on

TUESDAY, AUGUST 31, 1915.

at 11 a. m., in lots and parcels and in manner and form as follows:

PARCEL No. 1: One-story brick building under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C.

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 31st day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 31, 1915," 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, August 3, 1915. a14,31

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, 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 Sacket Avenue from Bear Swamp Road to Colden Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, 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, AUGUST 30, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 17: Fence and steps of five two-story frame houses on the south side of Sacket (Hilton) Avenue, 200 feet east of Bear Swamp Road. Upset price, \$5.00.

PARCEL No. 18: Part of two-story frame house on the northeast corner of Sacket Avenue and Bogart Avenue (Dean Place). Cut 6.6 feet on front by 6.6 feet on rear. Upset price, \$25.00.

PARCEL No. 20: Two-story frame house on the east side of Bogart Avenue (Dean Place) at Sacket Avenue. Upset price, \$100.00.

PARCEL No. 25: Part of one-story stone barn on the south side of Sacket (Hilton) Avenue, 200 feet east of Bogart Avenue (Dean Place). Cut 9.5 feet on east and west sides. Upset price, \$5.00.

PARCEL No. 26: Part of one-story stone stable east of and adjoining Parcel No. 25. Cut 8.9 feet on east and west sides. Upset price, \$5.00.

PARCEL No. 28: Board fence east of Parcel No. 26. Upset price, \$2.00.

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 11:00 a. m. on the 30th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 30, 1915," 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, August 3, 1915. a13,30

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 Dyre Avenue from Boston Road to the City Line, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

FRIDAY, AUGUST 27, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 1: Stone retaining wall on the west side of Dyre Avenue from Boston Road Northerly. Upset price, \$2.00.

PARCEL No. 2: Stone retaining wall north of Parcel No. 1. Upset price, \$2.00.

PARCEL No. 4: Stone wall north of Parcel No. 2. Upset price, \$2.00.

PARCEL No. 8: Wire fence on east side of Dyre Avenue, 250 feet north of Boston Road. Upset price, \$2.00.

PARCEL No. 20: Steps on west side of Dyre Avenue, 90 feet north of East 233rd Street. Upset price, \$2.00.

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 11:00 a. m. on the 26th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 26, 1915," 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.

PARCEL No. 28: Wire fence on northwest corner of Dyre Avenue and Dark Street. Upset price, \$2.00.

PARCEL No. 29: Steps north of Parcel No. 28. Upset price, \$2.00.

PARCEL No. 30: Concrete wall and steps north of Parcel No. 29. Upset price, \$2.00.

PARCEL No. 32: Concrete wall and wooden steps 30 feet north of Parcel No. 30. Upset price, \$2.00.

PARCEL No. 33: Concrete wall and steps north of Parcel No. 32. Upset price, \$2.00.

PARCEL No. 34: Concrete wall and stone steps north of Parcel No. 33. Upset price, \$3.00.

PARCEL No. 35: Concrete wall north of Parcel No. 34. Upset price, \$2.00.

PARCEL No. 36: Concrete wall and stone steps north of Parcel No. 35. Upset price, \$3.00.

PARCEL No. 46: Hedge and stone steps 230 feet north of Parcel No. 36. Upset price, \$2.00.

PARCEL No. 50-58: Wire fence on east side of Dyre Avenue at City Line. Upset price, \$3.00.

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 11:00 a. m. on the 27th day of August, 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.

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All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 27, 1915," 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, August 3, 1915. a11,27

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 Holland Avenue from Baker Avenue to Hunt Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, 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

THURSDAY, AUGUST 26, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 113: Board fence on the west side of Holland Avenue, 200 feet west of Hunt Avenue. Upset price, \$2.00.

PARCEL No. 117: Part of two-story frame house No. 1956 Hunt Avenue. Upset price, \$100.00.

PARCEL No. 118: Part of two-story frame house No. 1958 Hunt Avenue. Upset price, \$100.00.

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 11:00 a. m. on the 26th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of \$50 will be required with all bids, and that a deposit of \$500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 26, 1915," 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, August 3, 1915. a10,26

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 Victor Street from Van Nest Avenue to Rhinelander Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

WEDNESDAY, AUGUST 25, 1915,

at 11 a. m., in lots and parcels, and in manner and form and at upset prices as follows:

PARCEL No. 5: Two-story frame brick basement house on the south side of Rhinelander Avenue at Victor Street, with sheds in rear. Upset price, \$100.00.

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 11:00 a. m. on the 25th day of August, 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.

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, August 3, 1915. a10,26

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

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PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, 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, AUGUST 25, 1915,

at 11 a. m., in lots and parcels, and in manner and form and at upset prices as follows:

PARCEL No. 5: Two-story frame brick basement house on the south side of Rhinelander Avenue at Victor Street, with sheds in rear. Upset price, \$100.00.

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 11:00 a. m. on the 25th day of August, 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

requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes, marked "Proposals to be opened August 24, 1915," 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, August 2, 1915. a7,24

Sales of Tax Liens.

Notice of Continuation of Richmond Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes on the Real Estate of Corporations and Special Franchises, as to liens remaining unsold at the termination of the sale of July 7 and July 21, August 4 and Aug. 18, 1915, has been continued to

WEDNESDAY, SEPTEMBER 1, 1915, at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 129 in the Borough Hall, New Brighton, Borough of Richmond, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a21,51

Notice of the Continuation of the Brooklyn Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents in the Borough of Brooklyn, as to liens remaining unsold at the termination of sales of July 15, September 9, October 7, November 4 and December 2, 1914, January 13, February 17, April 17, May 19, June 16 and July 14, 1915, has been continued to

WEDNESDAY, SEPTEMBER 15, 1915, 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 the basement of the Borough Hall, Brooklyn, N. Y.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,515

Notice of the Continuation of The Bronx Tax Sale.

THE SALE OF THE LIENS FOR UNPAID SPECIAL FRANCHISE TAXES AND REAL ESTATE OF CORPORATION TAXES for the Borough of the Bronx, as to liens remaining unsold at the termination of sale of August 9, 1915, has been continued to

MONDAY, NOVEMBER 1, 1915, at 2 o'clock P. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the 4th floor of the Bergen Building, corner of Arthur and Tremont Avenues, Borough of the Bronx, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,51

Notice of Continuation of the Queens Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Queens, as to liens remaining unsold at the termination of the sale of October 27, December 8, 1914, January 19, March 2, April 20, June 8 and July 20, 1915, has been continued to

TUESDAY, OCTOBER 5, 1915, at 10 o'clock A. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the third floor of the Municipal Building, Court House Square, Long Island City, Borough of Queens, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,65

DEPARTMENT OF PUBLIC CHARITIES.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, Tenth Floor, Municipal Building, Borough of Manhattan, until 10:30 o'clock a. m., on

FRIDAY, AUGUST 27, 1915, FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF LIGHTNING RODS IN CERTAIN BUILDINGS ON RANDALL'S ISLAND AND IN THE NEW YORK CITY FARM COLONY, BOROUGH OF RICHMOND.

The time allowed for doing and completing the entire work and the full performance of the contract is sixty (60) consecutive working days.

The surety required will be Three Thousand Dollars (\$3,000).

A deposit of five (5) per cent. of the amount of security required in cash or certified check must accompany each bid.

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of H. F. J. Porter and A. L. A. Himmelwright, Consulting Engineers, 46 West 24th Street, The City of New York, where plans and specifications may be seen.

JOHN A. KINGSBURY, Commissioner. a17,27

See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF EDUCATION.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies, at the office of the Department of Education, Park Avenue and 59th Street, Manhattan, until 11 a. m., on

THURSDAY, AUGUST 26, 1915, FOR PRINTING AND FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within thirty (30) days (working) from date of order.

The amount of security required is thirty (30) per cent. of the amount of the contract. The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, southwest corner of Park Avenue and 59th Street, Borough of Manhattan.

PATRICK JONES, Superintendent of School Supplies. a14,26

See General Instructions to Bidders on last page, last column, of the "City Record."

PUBLIC SERVICE COMMISSION.

Invitation to Contractors.

For the Supply of Ballast for Use in the Construction of Rapid Transit Railroads.

Sealed bids or proposals for the supply of ballast for use in the construction of rapid transit railroads will be received by the Public Service Commission for the First District at the office of said Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the tenth day of September, 1915, at twelve fifteen (12:15) o'clock p. m., at which time and place or at a later date to be fixed by said Commission, the proposals will be publicly opened.

There are two portions of ballast to be bid upon known as Portion A and Portion B, respectively. If any bidder desires to bid on both portions he shall submit a separate proposal for each portion and the award of the contract or contracts, if made, will be for each portion separately. The ballast to be supplied under the contract for Portion A is known as Class A and Class B ballast and is to be either trap rock or hard limestone. The ballast to be supplied under the contract for Portion B is known as three-inch ballast and is to be either trap rock, hard limestone or field stone. Bids for Portion A must state whether they are for furnishing trap rock or hard limestone and bids for Portion B must state whether they are for furnishing trap rock, hard limestone or field stone.

The ballast is to be delivered in lots. The first lot is to be ready for delivery within sixty days after the delivery of the contract and the remaining lots are to be delivered from time to time as called for and the deliveries are to be completed on or before December 31, 1916, except as otherwise provided in the form of contract.

A fuller description of the ballast and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, specifications, bond and Contractor's Proposal, which are to be deemed a part of this invitation and copies of which may be inspected and purchased at said office of said Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.

New York, August 18, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, BY EDWARD E. McCALL, Chairman. a24,510

TRAVIS H. WHITNEY, Secretary.

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 Streets, New York City, until 11 a. m., on

TUESDAY, AUGUST 31, 1915, for

CONTRACT 154. FOR FURNISHING AND ERECTING WATER-PIPE EQUIPMENT FOR OPERATING VALVES IN THE SHAFTS OF THE CITY TUNNEL OF THE CATSKILL AQUEDUCT, IN NEW YORK CITY. THE EQUIPMENT CONSISTS OF IRON, COPPER AND BRASS PIPE, PUMPS, VALVES AND FITTINGS.

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 the 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.

A bond in the sum of seven thousand dollars (\$7,000) 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 five hundred dollars (\$500).

Time allowed for the completion of the work is four months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal, 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 R. GALVIN, Commissioners of the Board of Water Supply.

RALPH T. STANTON, Assistant Secretary. a13,31

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.

MUNICIPAL CIVIL SERVICE COMMISSION.

Notices of Examinations.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, New York City, from

TUESDAY, AUGUST 24, 1915, TO WEDNESDAY, SEPTEMBER 8, 1915, for the position of

JUNIOR CHEMIST (ASPHALT).

No applications delivered at the office of the Commission, by mail or otherwise, after 4 P. M. WEDNESDAY, SEPTEMBER 8, 1915, will be accepted. Application blanks will be mailed upon request, but the Commission will not guarantee the delivery of the same. Postage on applications forwarded by mail must be fully prepaid.

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, 4; Technical, 6. 75% is 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 be held. Candidates receiving less than 70% on the experience paper

will not be summoned for the physical examination. Candidates failing to pass the physical examination will not be summoned for the mental test.

Candidates are required to work at asphalt plants as well as at the laboratory. Candidates should have had training in qualitative and quantitative analysis, or practical experience in the mixing of asphalts with sufficient knowledge of qualitative and quantitative analysis to make the usual laboratory tests of asphalts.

Minimum age, 21 years. Salary, \$1,200 per annum. ROBERT W. BELCHER, Secretary. a24,58

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, New York City, from

WEDNESDAY, AUGUST 11, 1915, TO WEDNESDAY, AUGUST 25, 1915, for the position of

PATHOLOGIST-BACTERIOLOGIST.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 P. M. WEDNESDAY, AUGUST 25, 1915, will be accepted. Application blanks will be mailed upon request, provided a self-addressed stamped envelope or sufficient postage is enclosed to cover the mailing. The Commission will not guarantee the delivery of the same. Postage on applications forwarded by mail must be fully prepaid.

Applicants must be citizens of the United States and residents of the State of New York. The subjects and weights of the examination are: Technical, 6; 75% required. Experience, 4; 70% required.

Candidates failing to qualify in any part of the examination will not be summoned for the ensuing tests.

A physical qualifying examination will be given.

Applications for this examination are to be filed on a special blank, Form C, with insert. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications.

Candidates must be licensed to practice medicine in the State of New York, and must have had at least one year's work in an official capacity in a Pathological Laboratory, or its equivalent.

Minimum age, 21 years. The requirement of paragraph 12 of Rule VII, that no person who has entered any examination for appointment to a competitive position and failed, or who has withdrawn from an examination, shall be admitted within nine months from the date of such examination to a new examination for the same position, is waived for this examination.

There is one vacancy at the Kings County Hospital, Department of Public Charities; salary, \$1,320 with maintenance, or \$1,500 per annum without maintenance.

Minimum age, 21 years. R. W. BELCHER, Secretary. a11,25

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, from

TUESDAY, AUGUST 10, 1915, TO TUESDAY, AUGUST 24, 1915, for the position of

ALIENIST, GRADES 2 AND 3.

No application delivered at the office of the Commission, by mail or otherwise, after 4 P. M. TUESDAY, AUGUST 24, 1915, will be accepted. Applications will be mailed upon request, provided a self-addressed, stamped envelope or proper postage is enclosed to cover the mailing, but the Commission will not guarantee the delivery of the same. Applications forwarded by mail, upon which full 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, 5; 70% required; Technical, 5; 75% required.

A physical qualifying examination will be given.

Candidates will not be assembled for the written examination.

Applications for this examination must be filed on a special blank, Form C. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications.

Candidates must be qualified examiners in lunacy of the State of New York. Candidates must have had experience in the care and treatment of the insane.

The requirement of paragraph 12 of Rule VII, that no person who has entered any examination for appointment to a competitive position and failed, or who has withdrawn from an examination, shall be admitted within nine months from the date of such examination to a new examination for the same position, is waived for this examination.

There are two vacancies in the Department of Public Charities at \$1,320 and \$1,800 per annum with maintenance at the institution will be required. Minimum age, 25 years.

a10,24 ROBERT W. BELCHER, Secretary.

DEPARTMENT OF CORRECTION.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at Municipal Building, Manhattan, until 11 o'clock a. m., on

THURSDAY, AUGUST 26, 1915, FURNISHING AND DELIVERING CLAMS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate. The bidder will state the price for each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested.

The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

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 Correction, the Borough of Manhattan, Municipal Building, New York City.

KATHARINE BEMENT DAVIS, Commissioner. a16,26

See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF THE BRONX.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx, at his office, Municipal Building, Crotona Park, 177th St. and 3rd Ave., until 10:30 a. m., on

TUESDAY, AUGUST 31, 1915, NO. 1. FOR PAVING WITH BITUMINOUS CONCRETE ON A CEMENT CONCRETE FOUNDATION THE ROADWAY OF ST.

LAWRENCE AVENUE, FROM MERRILL STREET TO EAST 177TH STREET, ADJUSTING CURB WHERE NECESSARY, TOGETHER WITH ALL WORK INCIDENTAL THERETO, PRELIMINARY PAVEMENT.

The Engineer's estimate of the work is as follows:

1,750 square yards of Bituminous Concrete Pavement, and keeping the pavement in repair for five years from date of acceptance.

200 cubic yards of Class B Concrete.

500 linear feet of Curbstone, adjusted.

The time allowed for the full completion of the work herein described will be 15 consecutive working days.

The amount of security required will be One Thousand One Hundred (\$1,100) Dollars.

NO. 3. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN FIELDSTON ROAD, BETWEEN WEST 253RD STREET AND WEST 252ND STREET; FIELDSTON ROAD (WEST SIDE), BETWEEN WEST 252ND STREET AND A POINT 300 FEET NORTH OF WEST 250TH STREET, WITH A TEMPORARY CONNECTION IN FIELDSTON ROAD, BETWEEN WEST 253RD STREET AND WEST 254TH STREET; WEST 254TH STREET, BETWEEN FIELDSTON ROAD AND THE EXISTING SEWER IN WEST 254TH STREET, EAST OF FIELDSTON ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

604 linear feet of Vitrified Pipe Sewer, 15-inch.

1,223 linear feet of Vitrified Pipe Sewer, 12-inch.

50 linear feet of Vitrified Pipe Drains, 12-inch to 24-inch.

166 Spurs for house connections.

20 Manholes.

1,550 cubic yards of Rock Excavation.

45 cubic yards of Class C Concrete.

1,000 feet (B. M.) of Timber Sheeting.

The time allowed for the full completion of the work herein described will be 150 consecutive working days.

The amount of security required will be Six Thousand (\$6,000) Dollars.

NO. 4. FOR CONSTRUCTING SEWERS AND APPURTENANCES IN KINDERMAN PLACE, FROM WEBSTER AVENUE TO BROOK AVENUE; BROOK AVENUE, FROM KINDERMAN PLACE TO A POINT ABOUT 200 FEET SOUTHERLY THEREFROM, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

260 linear feet of Vitrified Pipe Sewer, 18-inch.

182 linear feet of Vitrified Pipe Sewer, 15-inch.

5 linear feet of Vitrified Pipe Sewer, 12-inch.

12 linear feet of Basin Connections.

15 linear feet of Vitrified Pipe Drains, 12-inch to 24-inch.

36 Spurs for House Connections.

6 Manholes, rebuilt.

10 cubic yards of Rock Excavation.

35 cubic yards of Class C Concrete.

14,000 feet (B. M.) of Timber Sheeting.

The time allowed for the full completion of the work herein described will be 100 consecutive working days.

The amount of security required will be One Thousand Eight Hundred (\$1,800) Dollars.

NO. 5. FOR CONSTRUCTING SEWER AND APPURTENANCES IN BRONXDALE AVENUE, BETWEEN WEST FARMS ROAD AT CASTLEHILL AVENUE AND SACKET AVENUE; SACKET AVENUE, BETWEEN BRONXDALE AVENUE AND COLDEN AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

640 linear feet of Concrete Sewer, 4 feet 6 inches x 5 feet 0 inch.

479 linear feet of Concrete Sewer, 4 feet 0 inch x 4 feet 6 inches.

25 linear feet of Concrete Sewer, 3 feet 6 inches x 4 feet 0 inch.

151 linear feet of Vitrified Pipe Sewer, 18-inch.

20 linear feet of Vitrified Pipe Sewer, 15-inch.

40 linear feet of Vitrified Pipe Sewer, 12-inch.

25 linear feet of Basin Connections.

50 linear feet of Vitrified Pipe Drains, 12-inch to 24-inch.

117 Spurs for House Connections.

9 Manholes.

1 Receiving Basin, Type B.

2,350 cubic yards of Rock Excavation.

10 cubic yards of Class C Concrete.

10,000 feet (B. M.) of Timber Sheeting.

The time allowed for the full completion of the work herein described will be 200 consecutive working days.

The amount of security required will be Nine Thousand (\$9,000) Dollars.

NO. 6. FOR REGULATING, GRADING, SETTING CURBS, LAYING SIDEWALKS AND CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN DYRE AVENUE, FROM BOSTON ROAD TO THE CITY LINE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the work is as follows:

24,100 cubic yards of Earth Excavation.

4,400 cubic yards of Rock Excavation above subgrade of street.

50 cubic yards of Rock Excavation in Trenches.

11,200 cubic yards of Filling.

5,100 linear feet of New Curb.

1,800 linear feet of Guard Rail.
2,600 pounds of Steel Reinforcement Bars.
6 cubic yards of Brick Masonry.
The time allowed for the full completion of the work herein described will be 175 consecutive working days.

The amount of security required will be Eleven Thousand Four Hundred (\$11,400) Dollars.

NO. 8. FOR REGULATING, GRADING, SETTING CURBSTONES, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN MEAD STREET FROM GARFIELD STREET TO UNIONPORT ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's Estimate of the work is as follows:

250 cubic yards of Excavation of All Kinds.
8,100 cubic yards of Filling.
1,120 linear feet of New Curb.
5,660 square feet of Concrete Sidewalk (including maintenance for one year).
1,600 cubic yards of Dry Rubble Masonry.
100 linear feet of Vitrified Pipe, 12 inches in diameter.

1,000 feet (B. M.) of Timber.
900 linear feet of New Guard Rail.
1 Receiving Bin, Type B.

15 Cubic Yards of Brick Masonry.

The time allowed for the full completion of the work herein described will be 90 consecutive working days.

The amount of security required will be Three Thousand Seven Hundred (\$3,700) Dollars.

NO. 9. FOR FURNISHING AND DELIVERING 1 1/2-INCH BROKEN TRAP ROCK STONE AND BROKEN TRAP ROCK STONE SCREENINGS.

The time allowed for the performance of the contract is on or before December 31, 1915.

The amount of security required will be Thirty (30) per cent. of the total amount for which the contract is awarded.

Blank forms of bids or estimates upon which bids must be made can be obtained upon application therefor, the plans and specifications may be seen and other information obtained at said office.

DOUGLAS MATHEWSON, President.

a19,31

See General Instructions to Bidders on last page, last column, of the "City Record."

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dep't of Correction, Fire Department, Dep't of Public Charities, Dept. of Water Supply, Gas and Electricity, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING PIPE, PIPE FITTINGS, ETC., MISCELLANEOUS ENGINEERS' AND MACHINISTS' SUPPLIES, HARDWARE, TOOLS AND IMPLEMENTS, ELECTRICAL FIXTURES AND SUPPLIES, NAILS, BOLTS, SCREWS, ETC., LEATHER SADDLERY, BELTING AND STABLE SUPPLIES, DRAUGHTING AND ENGINEERING TOOLS, INSTRUMENTS AND SUPPLIES, HOSE AND HOSE FITTINGS, GLASS AND GLAZIERS' SUPPLIES, AND FIRE APPLIANCES.

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1 1/2) per cent. of the total amount of the bid.

The bidder will state the price per pound, feet, doz., each, 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 and awards, if made, made to the lowest bidder on each item or class, 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.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPARTMENT OF CORRECTION, KATHARINE BEWENT DAVIS, Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF WATER SUPPLY, GAS & ELECTRICITY, WILLIAM WILLIAMS, Commissioner.

a17,27

See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at Room 2351, Municipal Building, Manhattan, until 2 o'clock p. m., on

TUESDAY, AUGUST 24, 1915.

Boroughs of Manhattan and The Bronx, FOR FURNISHING AND DELIVERING PIG LEAD.

The time allowed for the performance of the contract is thirty (30) calendar days.

The amount of the security for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

The bidder will state the price of materials or supplies contained in the specifications or schedules, by which the bids will be tested. The bids will be compared and award made to the lowest formal bidder.

Blank forms of bid, proposals and contract, including specifications, approved as to form by the Corporation Counsel, can be obtained at Room 2351, in the Municipal Building, Manhattan, New York City.

August 11, 1915.

a13,24 WILLIAM WILLIAMS, Commissioner.

See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearings.

PUBLIC IMPROVEMENT MATTERS.

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on August 5, 1915, the following resolutions were adopted:

Whereas, the President of the Borough of Manhattan, under date of August 3, 1915, requested the Board of Estimate and Apportionment to initiate proceedings to construct receiving basins as follows:

Adjacent to the southwest corner of 8th Avenue and 111th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,079,000.

Adjacent to the southeast corner of 8th Avenue and 111th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$2,018,500.

Adjacent to the southwest corner of 8th Avenue and 112th Street, and the northeast corner of Manhattan Avenue and 111th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$744,000.

Adjacent to the southeast corner of 8th Avenue and 112th Street, and the northwest corner of 7th Avenue and 111th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,022,000.

Adjacent to the southwest corner of 8th Avenue and 113th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$751,000.

Adjacent to the southeast corner of 8th Avenue and 113th Street, and the northwest corner of 7th Avenue and 112th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$817,500.

Adjacent to the southwest corner of 8th Avenue and 114th Street, and the northeast corner of Manhattan Avenue and 113th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,072,000.

Adjacent to the southeast corner of 8th Avenue and 114th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,938,000.

Adjacent to the southwest corner of 8th Avenue and 115th Street, and the northeast corner of Manhattan Avenue and 114th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$816,000.

Adjacent to the southeast corner of 8th Avenue and 115th Street, and the northwest corner of 7th Avenue and 114th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,395,000.

Adjacent to the southwest corner of 8th Avenue and 116th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,050,500.

Adjacent to the southeast corner of 8th Avenue and 116th Street, and the northwest corner of 7th Avenue and 115th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,919,000.

Adjacent to the southwest corner of 8th Avenue and 117th Street, and the northeast corner of Manhattan Avenue and 116th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$819,500.

Adjacent to the southeast corner of 8th Avenue and 117th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,258,000.

Adjacent to the southwest corner of 8th Avenue and 118th Street, and the northeast corner of Manhattan Avenue and 117th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,006,000.

Adjacent to the southeast corner of 8th Avenue and 118th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$845,500.

Adjacent to the southwest corner of 8th Avenue and 119th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$761,500.

Adjacent to the southeast corner of 8th Avenue and 120th Street, and the northeast corner of Manhattan Avenue and 119th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$810,000.

Adjacent to the southwest corner of 8th Avenue and 120th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$496,000.

Adjacent to the northwest corner of 8th Avenue and 123rd Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$605,500.

Adjacent to the southwest corner of Columbus Avenue and 67th Street, and the southeast corner of Broadway and 68th Street. Estimated cost of proposed improvement, \$1,100 (22d Regiment Armory).

Adjacent to the northwest corner of Columbus Avenue and 68th Street, and the southeast corner of Broadway and 69th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,898,000.

Adjacent to the southwest corner of Columbus Avenue and 69th Street, and the southeast corner of Broadway and 70th Street. Estimated cost of proposed improvement, \$1,600; assessed valuation of property on block, \$2,512,500.

Adjacent to the northwest corner of Columbus Avenue and 86th Street, and the southeast corner of Amsterdam Avenue and 87th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,102,500.

Adjacent to the southwest corner of Columbus Avenue and 87th Street, and the southeast corner of Amsterdam Avenue and 88th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,062,500.

Adjacent to the northwest corner of Columbus Avenue and 88th Street, and the southeast corner of Amsterdam Avenue and 89th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,837,000.

Adjacent to the southwest corner of Columbus Avenue and 89th Street, and the southeast corner of Amsterdam Avenue and 90th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,734,500.

Adjacent to the northwest corner of Columbus Avenue and 90th Street, and the southeast corner of Amsterdam Avenue and 91st Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,051,000.

Adjacent to the southeast corner of Columbus Avenue and 93rd Street, and the northwest corner of 93rd Street and Central Park West, and the southeast corner of Columbus Avenue and 94th Street. Estimated cost of proposed improvement, \$1,600; assessed valuation of property on block, \$2,894,500.

Adjacent to the southeast corner of Columbus Avenue and 95th Street, and the northwest corner of Central Park West and 94th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,081,000.

Adjacent to the northwest corner of Duane and Rose Streets, and the northeast corner of Duane and William Streets. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$221,000.

Adjacent to the southeast corner of Front Street and Coenties Slip, and the northeast corner of South Street and Coenties Slip. Estimated cost of proposed improvement, \$1,100. (Exempt Park.)

Adjacent to the northeast corner of Front Street and Gouverneur Lane. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$888,000.

Adjacent to the southeast corner of Front and Wall Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$692,000.

Adjacent to the southeast corner of Front and Pine Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,002,000.

Adjacent to the northeast corner of Front and Pine Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$359,000.

Adjacent to the northwest corner of Front and Fletcher Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$897,500.

Adjacent to the northeast corner of Front and Fletcher Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$627,000.

Adjacent to the northeast corner of Front Street and Burling Slip. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$693,000.

Adjacent to the southeast corner of West 10th Street and Greenwich Avenue. Estimated cost of proposed improvement, \$600. (Exempt-Jail, Jefferson Market Court.)

Adjacent to the southwest corner of West 10th Street and 6th Avenue. Estimated cost of proposed improvement, \$600. (Exempt-Part.)

Adjacent to the northwest corner of 6th Avenue and 17th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$2,659,000.

Adjacent to the southwest corner of 6th Avenue and 19th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$5,224,700.

Adjacent to the northwest corner of 6th Avenue and 26th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$5,519,500.

Adjacent to the northeast corner of 6th Avenue and 27th Street, and the southwest corner of 6th Avenue and 28th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$4,253,000.

Adjacent to the northwest corner of 6th Avenue and 28th Street, and the southwest corner of 6th Avenue and 29th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$4,065,000.

Adjacent to the southwest corner of 6th Avenue and 30th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$3,857,500.

Adjacent to the northwest corner of 6th Avenue and 30th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$5,337,500.

Adjacent to the northwest corner of 6th Avenue and 31st Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$6,127,000.

Adjacent to the northwest corner of 6th Avenue and 32nd Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$6,281,500.

Adjacent to the northwest corner of 6th Avenue and 35th Street, and the southeast corner of Broadway and 36th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$4,471,000.

Adjacent to the northwest corner of 6th Avenue and 36th Street, and the southeast corner of Broadway and 37th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$2,826,000.

Adjacent to the northwest corner of 6th Avenue and 37th Street, and the southeast corner of Broadway and 38th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$4,093,000.

Adjacent to the northwest corner of 6th Avenue and 38th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$4,410,500.

Adjacent to the northwest corner of 6th Avenue and 39th Street, and the southwest corner of 6th Avenue and 40th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$4,852,000.

Adjacent to the northwest corner of 6th Avenue and 40th Street, and the southwest corner of 6th Avenue and 41st Street. Estimated cost of proposed improvement, \$1,100. Assessed valuation of property on block, \$5,282,000.

Adjacent to the northwest corner of 6th Avenue and 41st Street, and the southwest corner of 6th Avenue and 42nd Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$10,507,500.

Adjacent to the southeast corner of Lexington Avenue and 22nd Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,930,000.

Adjacent to the northeast corner of Lexington Avenue and 22nd Street. Estimated cost of proposed improvement, \$600.

Adjacent to the northeast corner of Lexington Avenue and 33rd Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,486,500.

Adjacent to the northeast corner of Lexington Avenue and 35th Street, and the southwest corner of 3rd Avenue and 36th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,137,500.

Adjacent to the southeast corner of Lexington Avenue and 39th Street, and the northwest corner of 3rd Avenue and 38th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,524,500.

Adjacent to the southeast corner of Lexington Avenue and 40th Street, and the northwest corner of 3rd Avenue and 39th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,588,300.

Adjacent to the northwest corner of 25th Street and 5th Avenue, and the southeast corner of Broadway and 24th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$8,266,000.

Adjacent to the southwest corner of 35th Street and Madison Avenue, and the southeast corner of 35th Street and 5th Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$14,450,000.

Adjacent to the southeast corner of 35th Street and 6th Avenue, and the northwest corner of 5th Avenue and 14th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$24,949,500.

Adjacent to the northwest corner of 39th Street and Madison Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$6,984,500.

Adjacent to the southeast corner of 39th Street and 6th Avenue, and the northwest corner of 5th Avenue and 38th Street. Estimated cost of proposed improvement, \$1,600; assessed valuation of property on block, \$15,559,000.

Adjacent to the southeast corner of Bennett Avenue and 184th Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$645,000.

Adjacent to the southeast corner of 51st Street and 2nd Avenue, and the northwest corner of 1st Avenue and 50th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$944,000.

Adjacent to the southwest corner of 51st Street and 2nd Avenue, and the southeast corner of 3rd Avenue and 51st Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$920,000.

Adjacent to the southwest corner of Haven Avenue and 181st Street. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$669,000.

posed improvement, \$600; assessed valuation of property on block, \$669,000.

Adjacent to the southeast corner of Houston and Varick Streets, and the northeast corner of King and Varick Streets. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$646,500.

Adjacent to the northeast corner of Houston and Varick Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$604,500.

Adjacent to the southeast corner of King and Hudson Streets. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$512,500.

Adjacent to the northeast corner of 95th Street and 5th Avenue, and the southwest corner of Madison Avenue and 96th Street. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,848,000.

Adjacent to the southwest corner of 124th Street and First Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$656,200.

Adjacent to the northwest corner of 124th Street and First Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$805,000.

Adjacent to the northwest corner of 124th Street and 2nd Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,280,000.

Adjacent to the southwest corner of 161st Street and Fort Washington Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$925,000.

Adjacent to the northwest corner of 161st Street and Fort Washington Avenue, and the southwest corner of 162nd Street and Fort Washington Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$779,000.

Adjacent to the southwest corner of 171st Street and Fort Washington Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$658,000.

Adjacent to the southwest corner of 172nd Street and Fort Washington Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$197,500.

Adjacent to the northeast corner of 172nd Street and Haven Avenue, and the southwest corner of 173rd Street and Fort Washington Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$310,000.

Adjacent to the southeast corner of 190th Street and Wadsworth Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$842,000.

Adjacent to the southwest corner of 68th Street and 1st Avenue, and the northeast corner of 67th Street and 2nd Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$328,000.

Adjacent to the southwest corner of 68th Street and 2nd Avenue, and the northeast corner of 67th Street and 3rd Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,194,000.

Adjacent to the northwest corner of 68th Street and 2nd Avenue, and the southeast corner of 69th Street and 3rd Avenue. Estimated cost of proposed improvement, \$1,100; assessed valuation of property on block, \$1,025,000.

Adjacent to the southwest corner of 33rd Street and 9th Avenue, southeast corner of 33rd Street and 10th Avenue, and the northwest corner of 31st Street and 9th Avenue. Estimated cost of proposed improvement, \$1,600; assessed valuation of property on block, \$1,583,500.

Adjacent to the southwest corner of 37th Street and 1st Avenue, and the southeast corner of 37th Street and 2nd Avenue, and the northeast corner of 36th Street and 2nd Avenue. Estimated cost of proposed improvement, \$1,600; assessed valuation of property on block, \$736,000.

Adjacent to the southwest corner of 39th Street and 8th Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,822,000.

Adjacent to the northeast corner of 39th Street and 9th Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,689,500.

Adjacent to the northeast corner of 39th Street and 10th Avenue. Estimated cost of proposed improvement, \$600; assessed valuation of property on block, \$1,182,500.

—and

Whereas, the President of the Borough of Manhattan states that the construction of these basins will serve both a sanitary and a traffic purpose; and

Whereas, the Board of Estimate and Apportionment is considering the advisability of initiating proceedings for the construction of the said sewer basins, and of assessing the cost of the improvements upon the property deemed to be benefited thereby; be it

Resolved, That the Board of Estimate and Apportionment hold a public hearing in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which all persons interested in the proposed improvements and assessment thereof will be afforded an opportunity to be heard thereon.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 26th day of August, 1915.

Dated August 13, 1915.

JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 Worth. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, the following resolutions were adopted:

to the N. W. Cor. 85th St. and 2nd Ave. and S. E. Cor. 86th St. and 3rd Ave. Estimated cost, \$995; assessed valuation, \$1,604,900. Adjacent to the S. W. Cor. 66th St. and Madison Ave., and S. E. Cor. 66th St. and 5th Ave. Estimated cost, \$840; assessed valuation, \$5,308,000. 40th St. adjacent to the N. E. Cor. 3rd Ave. Estimated cost \$540; assessed valuation, \$1,212,000. N. S. W. 52d St. bet. 5th and 6th Aves. Estimated cost, \$470; assessed valuation, \$9,454,000. Adjacent to the S. E. Cor. 67th St. and Madison Ave. and the S. W. Cor. of 67th St. and Park Ave. Estimated cost, \$965; assessed valuation, \$5,077,000. Adjacent to the N. E. Cor. of 66th St. and 5th Ave., and the S. E. Cor. of 67th St. and 5th Ave. Estimated cost, \$1,075; assessed valuation, \$6,003,000. Adjacent to the S. W. Cor. of 80th St. and Park Ave. and adjacent to the N. E. Cor. of Madison Ave. and 79th St. Estimated cost, \$775; assessed valuation, \$2,187,500. Adjacent to the S. E. Cor. of 68th St. and Madison Ave. Estimated cost, \$445; assessed valuation, \$3,074,000. Adjacent to the S. E. Cor. of 80th St. and 5th Ave. and adjacent to the N. E. Cor. 5th Ave. and 79th St. Estimated cost, \$811; assessed valuation, \$4,512,000. Adjacent to the S. W. Cor. of 8th Ave. and the S. E. Cor. of 9th Ave. and 30th St. Estimated cost, \$825; assessed valuation, \$1,488,600. Amsterdam Ave. adjacent to the N. W. Cor. of West 65th St. Estimated cost, \$420; assessed valuation, \$1,200,000. Amsterdam Ave. adjacent to the N. W. Cor. of West 66th St. Estimated cost, \$415; assessed valuation, \$1,183,500. W. 62nd St. adjacent to the N. E. Cor. of Amsterdam Ave. Estimated cost, \$555; assessed valuation, \$1,763,000. Amsterdam Ave. adjacent to the S. W. Cor. of West 64th St. Estimated cost, \$455; assessed valuation, \$1,730,000. W. 55th St. adjacent to the N. W. Cor. of 6th Ave. Estimated cost, \$595; assessed valuation, \$4,618,500.

Whereas, the President of the Borough of Manhattan states that the construction of these basins will serve both a sanitary and a traffic purpose; and

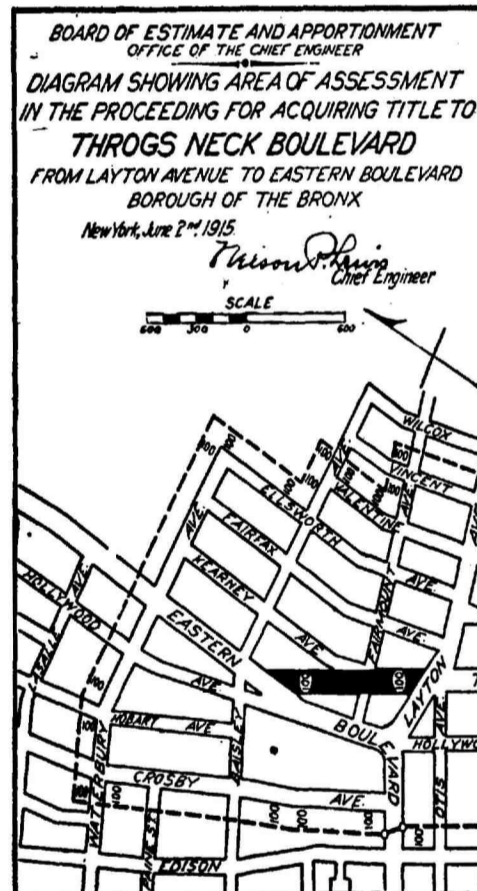
Whereas, the Board of Estimate and Apportionment is considering the advisability of initiating proceedings for the construction of the said sewer basins, and of assessing the cost of the improvements upon the property deemed to be benefited thereby; be it

Resolved, That the Board of Estimate and Apportionment hold a public hearing in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which all persons interested in the proposed improvements and assessment thereof will be afforded an opportunity to be heard thereon.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 26th day of August, 1915.

Dated August 13, 1915.
JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 West. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, the Board continued until August 26, 1915, the hearing in the matter of acquiring title to Throgs Neck Boulevard from Layton Avenue to Eastern Boulevard, Borough of the Bronx.



Dated August 13, 1915.
JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 West. a13,24

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 Brooklyn, Queens County and Suburban Railroad Company has, under date of September 19, 1907, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway as an extension to its existing system, upon and along Metropolitan Avenue, from Dry Harbor Road to Jamaica Plank Road, Borough of Queens; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 18, 1907, fixing the date for a public hearing thereon as November 15, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," 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 Brooklyn, Queens County and Suburban Railroad Company, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, containing the form of

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to establish lines and grades for Clove Road, between Broadway and Richmond Turnpike, Borough of Richmond, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on July 29, 1915, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by establishing lines and grades for Clove Road, between Broadway and Richmond Turnpike, in the Borough of Richmond, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated July 23, 1915.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan, City of New York, on the 26th day of August, 1915, at 10 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 26th day of August, 1915.

Dated August 13, 1915.
JOSEPH HAAG, Secretary, Board of Estimate and Apportionment, Municipal Building. Telephone, 4560 West. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, the Board continued until Thursday, August 26, 1915, the hearing in the matter of changing the map or plan of The City of New York by widening Howard Avenue between Pitkin Avenue and Eastern Parkway, and by changing the grades of Howard Avenue and of the intersecting streets affected thereby in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough, and dated December 29, 1914. The hearing will be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m.

Dated August 13, 1915.
JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 West. a13,24

The hearing will be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m. The proposed area of assessment in the proceeding in shown on the following diagram:

EXPLANATORY NOTE.
--- indicates the boundary of the area of assessment.
o indicates the position of angle points which are not otherwise clearly fixed.
All distances indicated are in feet and are to be measured at right angles or normal to the street lines to which they are referred.
The original of this map is on file in the office of the Chief Engineer, Room 1347, Municipal Building.

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 Brooklyn, Queens County and Suburban Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, 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 August, 1915, 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 BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY (hereinafter called the Company), part 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 a double-track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Metropolitan Avenue at or near its intersection with Dry Harbor Road; thence easterly in and upon Metropolitan

avenue to its intersection with Jamaica Plank Road in the former Village of Jamaica, and there connecting with the existing tracks of the Company in said Jamaica Plank Road.

And to cross such other streets and avenues named and unnamed as may be encountered in said route.

The said route, with turnouts, switches and crossovers hereby authorized, is shown upon a map entitled "Map showing the proposed Extension in the routes of the Brooklyn, Queens County and Suburban Railroad, in the Borough of Queens, to accompany petition to the Board of Estimate and Apportionment, dated Sept. 19, 1907," signed and approved by T. S. Williams, vice-president, and W. S. Menden, chief engineer, a copy of which is attached hereto, is to be deemed a part of this contract, and 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 description and the other provisions of this contract may be permitted by resolution of the Board.

SEC. 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 six (6) months from the signing of this contract by the Mayor, and a copy of such consent 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 six (6) 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 terminate.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company for the term of twenty-five (25) years from the date upon which this contract is signed by the Mayor, 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.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period of twenty-five (25) years.

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 persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 Five hundred dollars (\$500) 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 be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than three thousand two hundred dollars (\$3,200).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand six hundred dollars (\$5,600).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand nine hundred dollars (\$5,900).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand one hundred and eighty-four dollars (\$6,184).

During the remaining term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand four hundred and eighty-four dollars (\$6,484).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension 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.

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 pro-

portion 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.

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.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

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 such 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 route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall entitle the Company from appearing before the Board and being heard on any application for rights upon or along said route.

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 route 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 and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. 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 disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less than due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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 privilege. 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 Appellate Division of the Supreme Court, Second Department, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 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.

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 or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, 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.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of 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 determined 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 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 or railway appliances, 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 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 private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway 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 Queens, or by any other motive power, except locomotive steam power or horse-power, which may be 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.

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 route 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or 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 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 resolution of the Board. Provided, however, that the Company, during the first five (5) years of this contract, shall not be required to operate its cars between the hours of 1 o'clock a. m. and 5 o'clock a. m., each day, unless the Board shall determine, after a hearing had thereon, that public convenience requires the operation of cars during said hours.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof.

The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues 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 President of the Borough of Queens, 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.

Twenty-first—As long as the said railway, or any portion thereof, remains in the street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which 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 make twenty (20) days' notice to do so from the President of the Borough of Queens, said President may make 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 sub-surface, 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, 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 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-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 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-sixth—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.

Twenty-seventh—In case of any violation or breach of 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 (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.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach of failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures or 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 cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned 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.

Thirtieth—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 five thousand dollars (\$5,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of 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, the removal of snow and ice, 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 with our 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 acting hereunder, relating to the roadway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars (\$50) per day for each day of violation, and the further sum of ten dollars (\$10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards in case of the violation of the provisions relating to these matters, all of 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, pay to the City a sum sufficient to restore said security fund to the original amount of five thousand dollars (\$5,000), 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.

These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—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 authorized to operate.

Thirty-second—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 to 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-third—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, tunnels, courses, boulevards, bridges, viaducts, concourses, 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-fourth—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. 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.

Sec. 4. This grant is also upon the further and express condition that the provisions of Article 5, and other provisions of the Railroad Law pertinent hereto, shall be strictly complied with by the Company.

Sec. 5. 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, By

Mayor.

(CORPORATE SEAL.)

Attest: City Clerk.

BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY, By

President.

(SEAL.)

Attest: Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, fares and charges, are as heretofore 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 Brooklyn, Queens County and Suburban Railroad Company, 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 in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any 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 Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building, Telephone, 4560 Worth
Dated, New York, July 29, 1915. a926

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 Nassau Electric Railroad Company has, by a petition verified October 10, 1906,

applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway, as an extension to its existing system, upon and along Eighth Avenue from 39th Street to Bay Ridge Avenue, Borough of Brooklyn; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 26, 1906, fixing the date for the public hearing thereon as November 23, 1906, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "New York World" and "New York Times," 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 Nassau Electric Railroad Company, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, 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 _____, 191____, 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 NASSAU ELECTRIC 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 a double track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company on 39th Street at Eighth Avenue, extending thence southwesterly upon and along Eighth Avenue to Bay Ridge Avenue and thence connecting with the existing tracks of the Brooklyn City Railroad Company in Bay Ridge Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map dated May 8, 1912, entitled

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Eighth Ave., from 39th St. to Bay Ridge Ave., in the Borough of Brooklyn, City of New York, to Accompany the petition to the Board of Estimate and Apportionment, dated October 10th, 1906"

The map is dated May 10th, 1912, and signed and approved by C. D. Menely, Vice-President, and C. L. Crabbs, Eng. Way and Structure; a copy of which 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 description, and the other provisions of this contract may be permitted by resolution of the Board.

Sec. 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 six (6) 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 six (6) 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 in regard to street railroads 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 January 1st, 1940, 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.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

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 persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 aforesaid 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 five hundred dollars (\$500) 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 be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than two thousand six hundred dollars (\$2,600).

During the second term of five (5) years an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand seven hundred and fifty dollars (\$5,750).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand two hundred and fifty dollars (\$5,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand seven hundred and fifty dollars (\$5,750).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand three hundred and twenty-five dollars (\$6,325).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension 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.

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.

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.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

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 part of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any pur-

pose 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 route heretofore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the company from appearing before the Board and being heard on any application for rights upon or along said route.

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 route 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 and use of such property during the term of this contract, or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property; provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, and in case there is a dispute with respect thereto between the Company and such corporation or individual. 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 disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual, and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less than due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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 privilege. 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 Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 provision 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.

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 or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination should such dissolution result in the discontin-

uance of the operation of the railway hereby authorized, 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.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which copies of 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 herein after 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 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 appliances, 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 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 private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway 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 Brooklyn, or by any other motive power, except locomotive steam power or horse power, which may be 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.

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 route 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. 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, unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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, cars for the transportation of express matter and cars necessary for the construction, repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such services than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or 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 as often as reasonable convenience of the public may require and as may be directed by resolution of the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues 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.

Twenty-first—As long as said railway or any portion thereof remains in any street or avenue the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in 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 make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may make 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 street, 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, 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 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 unfunded 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-sixth—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.

Twenty-seventh—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 (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.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—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 structure or equipment which may affect the surface of 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 herein-after provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned 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.

Thirtieth—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 twenty-five hundred dollars (\$2,500), 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 repair of the street pavements, the removal of snow and ice, 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 acting hereunder, relating to the roadway, 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, all of 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, pay to the City a sum sufficient to restore said security fund to the original amount of twenty-five hundred dollars (\$2,500), 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 right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—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.

Thirty-second—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-third—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-fourth—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.

Sac. 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.

Sac. 4. 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.

Sac. 5. 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, By Mayor.

(CORPORATE SEAL.)
Attest: _____, City Clerk.
THE NASSAU ELECTRIC RAILROAD COMPANY, By _____, President.

(SEAL.)
Attest: _____, Secretary.

(Here add acknowledgments.)
Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor and of the terms and conditions, including the provisions as to rates, 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 Nassau Electric Railroad Company, 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 in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any 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 Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "New York World" and "New York Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560 Worth.

Dated, New York, July 29, 1915. a26

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 Nassau Electric Railroad Company has, under date of January 29, 1912, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway, as an extension to its existing system, upon and along Atlantic Avenue from Fifth Avenue to Shepherd Avenue, Borough of Brooklyn; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on February 15, 1912, fixing the date for public hearing thereon as March 28, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Globe" and "Brooklyn Times," 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 Nassau Electric Railroad Company and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, 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 _____, 1915, 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 NASSAU ELECTRIC RAILROAD COMPANY (hereinafter called the Company), party of the second part, witnesses:

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 herein set forth, the right and privilege to construct, maintain and operate a double-track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit: Beginning at and connecting with the existing tracks of the Company in Atlantic Avenue at or near 5th Avenue; thence in and upon Atlantic Avenue to a point at or near Shepherd Avenue. And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route with turnouts, switches and crossovers hereby authorized is shown upon a map entitled:

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Atlantic Ave. in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate

and Apportionment. Dated January 29, 1912," and approved by N. F. Brady, President, and C. L. Crabbe, Engineer Way and Structure, a copy of which 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 description, and the other provisions of this contract may be permitted by resolution of the Board.

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 six (6) 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 six (6) 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 January 1, 1940, with the privilege of renewal of said contract for the further period of fifteen (15) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

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 fifteen (15) 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 not 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 persons selected in the following manner: One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 inquiry and investigation, 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 five hundred dollars (\$500) 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 granted.

(b) During the first term of five (5) years, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than Six thousand dollars (\$6,000).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Seven thousand five hundred dollars (\$7,500).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Eight thousand two hundred and fifty dollars (\$8,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Nine thousand one hundred dollars (\$9,100).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Ten thousand dollars (\$10,000).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension 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.

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 portion 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.

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.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by

this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

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 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 route hereinafter described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefrom from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route; and provided further that nothing herein contained shall be construed as being a waiver on the part of the Company, either in its own corporate capacity, or as claiming under the Long Island Railroad Company, of the right to test by court proceedings brought against the City prior to but not after the granting of a new franchise to such other corporation or individual as aforesaid, the claim of either of said Companies that the City has no legal right to grant to any other company or individual a franchise or right to operate a railway or railroad in the portion of Atlantic Avenue in which the Company is herein authorized to operate a railway, because of the existence of a certain tripartite agreement, dated April 10, 1885, between the Brooklyn and Jamaica Railroad Company, party of the first part, the Long Island Railroad Company, party of the second part, and the City of Brooklyn, party of the third part.

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 route 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 thereof 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 and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. 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 disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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 shall not be reached by 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 privilege. 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 Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, 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.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of 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 twelve (12) 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 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 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, 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 private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity. The railway shall be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Brooklyn or by any other motive power, except locomotive steam power or horse power, which may be 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.

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 route 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. 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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, cars for the transportation of express matter, mail matter 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 or 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 shall at all times keep the streets and avenues 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.

Twentieth—The Company, if it so elects, within thirty (30) days after this contract is signed by the Mayor, may, during the pleasure of the Board, occupy for the purpose of its railway herein authorized, except as hereinafter provided, portions of Atlantic Avenue as follows:

(a) From the easterly side of 5th Avenue to the westerly side of Bedford Avenue, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic Avenue;

(b) From the easterly side of Nostrand Avenue to the westerly side of Ralph Avenue, a strip approximately twenty-eight (28) feet in width centering in the center of the said Atlantic Avenue;

(c) From the easterly side of Dewey Place to the westerly side of Eastern Parkway, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic Avenue;

(d) From the easterly side of Alabama Avenue to a point at or near Shepherd Avenue, a strip approximately thirty-two (32) feet in width centering in the center of said Atlantic Avenue.

The Company may, within the above described limits, construct raised curbs separating the adjacent roadways of said Atlantic Avenue from the space thus occupied by the railway herein authorized, except where streets intersect or connect with said Atlantic Avenue on either side thereof, at which intersections and connections openings through such curbed space shall be provided and maintained as roadway area, the extent of such roadway area to be determined by the President of the Borough of Brooklyn.

If the Company so elects to construct the curbs as above, then it shall also at its own expense furnish all the material and do all the work necessary to

(a) Construct curbs, adjacent to the said roadway areas, at points where streets intersect or connect with said Atlantic Avenue, thus providing raised curbs surrounding all spaces thus occupied by the railway not used as a roadway;

(b) Remove the curbs which now exist on Atlantic Avenue separating the space in the center from the roadways thereof, the position of which does not conform to the position of the curbs necessary to form the curbed areas which may be occupied by the railway as herein described;

(c) Pave with such pavements as may be prescribed by the President of the Borough of Brooklyn the areas added to the existing roadway by the removal of said curbs and the construction of curbs above described, all of which work shall be done within six (6) months from the date on which this contract is signed by the Mayor, provided that such period may be extended by the Board.

If the Company does not so elect to construct curbs separating such areas from the roadways of said Atlantic Avenue, as herein permitted, or fails within the time herein provided to do all the work required of it in the event

that it does so elect to construct said curbs, then it shall, at its own expense, furnish all the material and do all the work necessary to

(a) Remove all existing curbs in the central portion of Atlantic Avenue, and

(b) Pave the entire portion of the roadway of Atlantic Avenue not now paved, between the easterly side of 5th Avenue and a point at or near Shepherd Avenue, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe; such work to be done within nine (9) months from the date on which this contract is signed by the Mayor. In case the Company fails to do such work within such time, said President may furnish the material and do such work, all at the expense of the Company.

It is hereby agreed that the right to maintain such raised curbs, or any portion of the same, may at any time during the existence of this contract be revoked by resolution of the Board. Upon the adoption of such resolution by the Board the Company shall discontinue the maintenance of such curbs for which the right shall have been revoked by said resolution, and shall within six (6) months thereafter remove such curbs and pave the space theretofore surrounded by curbs in accordance with the specifications and under the supervision of the President of the Borough of Brooklyn. Thereafter the Company shall keep in permanent repair that portion of the surface of Atlantic Avenue which lies 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 President of the Borough of Brooklyn, and in such manner as he may prescribe and upon the provisions hereinafter provided for the repair and maintenance of pavement.

Twenty-first—The Company shall at its own expense furnish all material for and do all work necessary to change the position of the existing curbs adjacent to the sidewalk and widen and install additional pavement in the roadways of Atlantic Avenue, in order to conform to any resolution of the Board adopted either before or after the execution of this contract, changing the width of roadways and sidewalks from those now existing, for the purpose of providing an adequate roadway capacity in the following portion of said Avenue:

(a) From the westerly line of Bedford Avenue to a point approximately fifty (50) feet easterly from the easterly line of Nostrand Avenue;

(b) From a point approximately one hundred (100) feet westerly from the westerly line of Ralph Avenue to a point approximately fifty (50) feet easterly from the easterly side of Dewey Place;

(c) From the easterly line of Eastern Parkway to the westerly line of Alabama Avenue, and such work shall be completed in one (1) year from the passage of such resolution.

All work done or material furnished hereunder shall conform with the specifications for the same provided by the President of the Borough of Brooklyn. In case the Company fails to do such work within such time, said President may furnish the material and do the work, all at the expense of the Company.

Twenty-second—As long as said railway, or any portion thereof, remains in said Atlantic Avenue the Company shall

(a) Pave and keep in permanent repair that portion of the surface of said Atlantic Avenue which shall be used as a roadway between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof;

(b) Provide a suitable surface and maintain the same, whether pavement or otherwise, upon the entire curbed area herein permitted if such curbs are constructed, and

(c) Maintain the curbs which may surround said curbed areas, all of which work shall be done in accordance with the specifications of and under the supervision of the President of the Borough of Brooklyn and whenever required by him to do so, and in such manner as he may prescribe.

In case of the neglect of the Company to make, maintain or repair such pavement, provide, maintain or repair the surface of such curbed areas or to maintain or repair such curbs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may furnish the material and do such work, all at the expense of the Company, and the City shall have the right to change the material or character of the pavement of said Atlantic Avenue or of the surface of said curbed areas, or any portion of the same, and in that event the Company shall be bound to replace such pavement, such surface within such curbed area and such curbs in the manner directed by the President of the Borough of Brooklyn, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement, surface or curbs.

Twenty-third—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-fourth—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, 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-fifth—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-sixth—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-seventh—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.

Twenty-eighth—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 (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. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-ninth—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 the 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.

Thirtieth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the Company 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-first—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, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, 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, acting hereunder, relating to the headway, heating and lighting of cars, fenders and wheelguards, 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 wheelguards, in case of a violation of the provisions relating to those matters, all of 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 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. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-eighth, of this contract.

Thirty-second—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-third—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 hereinafter described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—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 Company hereby agrees to discontinue the use of the existing tracks of the Company on the southerly side of Atlantic avenue, between Fort Greene place and Washington avenue, during the term of this contract, and remove the same within thirty (30) days after the portion of the railway hereby authorized between said Fort Greene place and Washington avenue shall be put in operation, but nothing in this contract shall be construed as affecting in any way the franchise to operate upon the southerly side of Atlantic avenue, between said Fort Greene place and Washington avenue, owned by the Company and granted to the Atlantic Avenue Railroad Company of Brooklyn by a resolution of the Common Council on December 20, 1880.

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 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, conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK, By

Mayor.

[CORPORATE SEAL.] City Clerk.

THE NASSAU ELECTRIC RAILROAD COMPANY, By

[SEAL.] Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions including the provisions as to rates, 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 Nassau Electric Railroad Company, and the said form of proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any 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 Thursday, August 26th, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto, may be obtained at those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in "The Globe" and "Brooklyn Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560

Dated, New York, July 29, 1915. a9.26

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 Brooklyn City Railroad Company has, by a petition dated September 18, 1914, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway as an extension to its existing system upon and along Fresh Pond Road from the intersection of the existing street surface railway tracks on said road with the tracks of the so-called Lutheran Cemetery Line, to and connecting with the existing tracks of the Company on Myrtle Avenue, Borough of Queens; 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, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 2, 1914, fixing the date for the public hearing thereon as October 30, 1914, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "New York Tribune," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

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 Brooklyn City Railroad Company and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Brooklyn City Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, 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 191 , 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 BROOKLYN CITY 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 a double track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Fresh Pond Road at or near the intersection of said tracks with the tracks of the so-called Lutheran Cemetery Line of said Company; thence in, upon and along Fresh Pond Road to and connecting with existing tracks of the Company in Myrtle Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route;

The said route with turnouts, switches and cross-overs, hereby authorized, is shown upon a map

"The Brooklyn City R. Co. Map showing proposed extension in the route of the Brooklyn City R. Co. on Fresh Pond Road from the Lutheran Cemetery Line to Myrtle Ave. in the Borough of Queens, City of New York, to accompany petition to the Board of Estimate and Apportionment. Dated, Sept. 18th, 1914."

—and approved by Frank Lyman, President, and C. L. Crabbs, Engineer, Way and Structure, a copy of which 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 cross-overs which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

Sec. 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 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 January 1, 1935, with the privilege of renewal of such contract for the further period of twenty (20) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1935.

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 (20) 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 persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, 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 re-

port 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 five hundred dollars (\$500) 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 expiring January 1, 1920, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than eight hundred dollars (\$800).

During the second term expiring January 1, 1925, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand two hundred dollars (\$1,200).

During the third term expiring January 1, 1930, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand four hundred and fifty dollars (\$1,450).

During the remaining term, expiring January 1, 1935, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand seven hundred dollars (\$1,700).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension 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.

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 portion 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.

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.

The right of deduction, under Section 48 of the Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paying and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the Company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paying and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

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 route hereinafter described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefrom from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

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 route 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 and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. 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 disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual; and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

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 individuals shall pay to the Company for said privilege. 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 Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

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 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.

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 or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, 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 reso-

lution, 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.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the copies of 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 Sec. 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 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 appliances, 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 right 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, 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 private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway 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 Queens, or by any other motive power, except locomotive steam power or horse power, which may be 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.

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 route hereby authorized, shall be placed in conduits beneath or along the side of the railway. The Company shall provide in such conduits two 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 unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

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, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or 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 in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof.

The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues 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 President of the Borough, 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.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in 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 make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough, said President may make 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 sub-surface 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 works of the City, and should the said railway 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 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 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-sixth—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.

Twenty-seventh—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 (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. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Twenty-eighth—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 hun-

dred 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-ninth—The Company shall assume all liability for damages to persons or property occasioned 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.

Thirtieth—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 seven hundred dollars (\$1,700), 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, the removal of snow and ice, 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, acting 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, light or supplied with fenders or wheel-guards, in case of a violation of the provisions relating to those matters, all of 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, pay to the City a sum sufficient to restore said security fund to the original amount of one thousand seven hundred dollars (\$1,700), 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. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—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-second—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, 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-third—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. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

Sec. 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.

Sec. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

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

THE CITY OF NEW YORK, By Mayor.

[CORPORATE SEAL.] City Clerk.
THE BROOKLYN CITY RAILROAD COMPANY, By President.

[SEAL.] Secretary.
Attest: (Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, 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 Brooklyn City Railroad Company, 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 in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by The Brooklyn City Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any 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 Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and "New York Tribune," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary.
Room 1307, Municipal Building. Telephone, 4560
Worth.
Dated, New York, July 29, 1915. a9,26

BOROUGH OF BROOKLYN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at Room No. 2, Borough Hall, until 11 o'clock A. M., on

WEDNESDAY, SEPTEMBER 1, 1915.
NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS ON GLENMORE AVENUE AT THE NORTHWEST CORNER OF PINE ST.; AT THE NORTHWEST CORNER OF HEMLOCK ST.; AND AT THE SOUTHEAST AND SOUTHWEST CORNERS OF RAILROAD AVE.

The Engineer's preliminary estimate of the quantities is as follows:

4 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, \$120.00 \$480.00

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 required will be Two Hundred and Forty Dollars (\$240.00).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS AT THE NORTHEAST AND NORTHWEST CORNERS OF NEW JERSEY AND HEGEMAN AVENUES.

The Engineer's preliminary estimate of the quantities is as follows:

Two (2) 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, \$150.00 \$300.00

The time allowed for the completion of the work and full performance of the contract will be Fifteen (15) working days.

The amount of security required will be One Hundred and Fifty Dollars (\$150.00).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING SEWER BASINS ON WILLIAMS AVENUE, AT THE NORTHEAST AND NORTHWEST CORNERS OF VIENNA AVENUE.

The Engineer's preliminary estimate of the quantities is as follows:

Two (2) 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, \$115.00 \$230.00

The time allowed for the completion of the work and full performance of the contract will be Twelve (12) working days.

The amount of security required will be One Hundred and Fifteen Dollars (\$115.00).

NO. 4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER BASIN ON THE WEST SIDE OF WEST STREET, ABOUT 45 FEET NORTH OF 38TH STREET.

The Engineer's preliminary estimate of the quantities is as follows:

One (1) sewer basin complete, of either standard design, with iron pans or gratings, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, \$175.00 \$175.00

The time allowed for the completion of the work and full performance of the contract will be Twelve (12) working days.

The amount of security required will be Eighty Dollars (\$80.00).

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 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.

L. H. POUNDS, President.

See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at Room No. 2, Borough Hall, until 11 o'clock A. M., on

WEDNESDAY, AUGUST 25, 1915.

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN CLARA STREET, FROM 36TH STREET TO WEST STREET.

The Engineer's preliminary estimate of the quantities is as follows:

40 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.75 \$70.00

1,170 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.55 1,813.50

150 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.75 112.50

11 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.00 550.00

1,500 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, \$18.00 27.00

Total \$2,573.00

The time allowed for the completion of the work and full performance of the contract will be Sixty (60) working days.

The amount of security required will be Twelve Hundred Dollars (\$1,200.00).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN KENMORE PLACE, FROM AVENUE G TO A LINE 520 FEET SOUTHERLY THEREFROM.

The Engineer's preliminary estimate of the quantities is as follows:

40 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$2.50 \$100.00

520 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.40 728.00

196 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.65 127.40

5 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$40.00 200.00

1,000 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, \$18.00 18.00

12 cubic yards of extra excavation, including all incidentals and appurtenances; per cubic yard, \$0.50 6.00

Total \$1,179.40

The time allowed for the completion of the work and full performance of the contract will be Thirty (30) working days.

The amount of security required will be Five Hundred Dollars (\$500.00).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 54TH STREET, FROM 15TH AVENUE TO 16TH AVENUE.

The Engineer's preliminary estimate of the quantities is as follows:

645 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.50 \$967.50

296 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.75 222.00

5 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$50.00 250.00

1 sewer basin complete, of either standard design, with iron pans or gratings, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, \$135.00 135.00

2,000 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, \$18.00 36.00

Total \$1,610.50

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 Eight Hundred Dollars (\$800.00).

NO. 4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN EAST 26TH STREET FROM AVENUE M TO AVENUE N.

The Engineer's preliminary estimate of the quantities is as follows:

750 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.45 \$1,087.50

480 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.75 360.00

7 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$45.00 315.00

Total \$1,762.50

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Eight hundred dollars (\$800.00).

NO. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN DUMONT AVENUE, FROM CLEVELAND STREET TO ASHFORD STREET.

The Engineer's preliminary estimate of the quantities is as follows:

175 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.35 \$236.25

92 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.65 59.80

2 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$40.00 80.00

1,500 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, \$18.00 27.00

Total \$403.05

The time allowed for the completion of the work and full performance of the contract will be Thirty (30) working days.

The amount of security required will be Two Hundred Dollars (\$200.00).

NO. 6. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN ROCHESTER AVENUE FROM UNION STREET TO EASTERN PARKWAY.

The Engineer's preliminary estimate of the quantities is as follows:

175 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.35 \$236.25

92 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.65 59.80

2 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, \$40.00 80.00

1,500 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, \$18.00 27.00

Total \$403.05

The time allowed for the completion of the work and full performance of the contract will be Thirty (30) working days.

The amount of security required will be Two Hundred Dollars (\$200.00).

NO. 7. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN ROCHESTER AVENUE FROM UNION STREET TO EASTERN PARKWAY.

The Engineer's preliminary estimate of the quantities is as follows:

175 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.35 \$236.25

92 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.65 59.80

The Engineer's preliminary estimate of the quantities is as follows:

150 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, \$1.60 \$240.00

18 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, \$0.80 14.40

1 Manhole complete, with iron head and cover, including all incidentals and appurtenances; per manhole, \$50.00 50.00

2 cubic yards extra excavation, including all incidentals and appurtenances; per cubic yard, \$0.50 1.00

Total \$305.40

The time allowed for the completion of the work and full performance of the contract will be Fifteen (15) working days.

The amount of security required will be One hundred and fifty dollars (\$150.00).

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 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.

L. H. POUNDS, President.

See General Instructions to Bidders on last page, last column, of the "City Record."

SUPREME COURT — SECOND DEPARTMENT.

Filing Final Reports.

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 WOODBINE STREET, from Knickerbocker Avenue to Irving Avenue, in the 28th Ward of the Borough of Brooklyn, The City of New York.

NOTICE IS HEREBY GIVEN THAT THE final report of the Commissioners of Estimate and 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 31st day of August, 1915, at 10:00 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, August 19th, 1915.

DAVID HIRSHFIELD, JOHN N. HARMAN, JOHN F. CANOVAN, Commissioners of Estimate.

JOHN F. CANOVAN, Commissioner of Assessment.

ANDREW C. TROY, Clerk. a24,28

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 forfeiture 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 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 openings 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, protecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beam holes, 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 included in the envelope containing the bid or estimate, but should be either enclosed 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 of 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.