

# THE CITY RECORD.

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## THE CITY RECORD.

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## PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.

Calendar for the Week Commencing August 23, 1915.

Friday, August 27, 1915—11.30 A. M.—Room 305—Case No. 1441—Ocean Electric Railway Company—"Further hearing as to installation of automatic block signals on single track lines"—Commissioner Cram.

## DEPARTMENT OF FINANCE.

### WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE TUESDAY, AUGUST 24, 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 mentioned 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 Department of Finance.	Name of Payee.	Amount.
<b>Board of Aldermen.</b>				
4479			Mary H. Casey	\$12 00
4483			Nora V. Casey	10 00
4484			John J. Forrest	24 00
4480			Morris E. Sachse	18 00
4481			Edward A. Kelleher	15 00
4482			Herbert J. North	51 00
<b>Commissioner of Accounts.</b>				
101482	7-31-15		8-11-15 The Tabulating Machine Co.	\$138 00
<b>Armory Board.</b>				
102968	7- 9-15		8-13-15 Stanley & Patterson, Inc.	\$52 40
102920	7-12-15		8-13-15 Cavanagh Bros. & Co.	52 45
102966	7-13-15		8-13-15 Hoffman Corr Mfg. Co.	11 50
102952	7-22-15		8-13-15 Agent and Warden of Auburn Prison.	32 00
102947	7-14-15		8-13-15 Waterbury Co.	7 00
102941	6-14-15		8-13-15 Agent and Warden of Auburn Prison.	4 67
102939	7-22-15		8-13-15 Cavanagh Bros. & Co.	2 75
102931	7-10-15		8-14-15 Standard Oil Co. of New York.	24 75
102933	7-10-15		8-13-15 Department of Public Charities.	15 00
102930	7-15-15		8-13-15 Cavanagh Bros. & Co.	12 00
102928	7- 9-15		8-13-15 Hoffman Corr Mfg. Co.	11 73
102959	7-10-15		8-13-15 Stanley & Patterson, Inc.	9 00
102962	7- 9-15		8-13-15 Charles F. Hubbs & Co.	6 00

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
<b>Department of Bridges.</b>				
103203	8- 6-15		8-14-15 Knickerbocker Ice Co.	\$25 00
102828	7-21-15		8-13-15 J. W. Gasteiger & Son	13 32
102825			8-13-15 National Bridge Works	73 83
102856	7-31-15		8-13-15 Patrick J. Murphy	16 75
102857	7-31-15		8-13-15 John J. Kelly	36 60
102858	8- 1-15		8-13-15 John H. Meyer	25 00
102855	8- 2-15		8-13-15 Chas. Madden	14 65
102852	7-23-15		8-13-15 J. P. Duffy Co.	13 37
<b>Bellevue and Allied Hospitals.</b>				
103909			8-17-15 George A. White, Contract Clerk and Auditor	\$38 05
103912			8-17-15 John W. Brannon, M. D.	300 00
103911			8-14-15 George A. White, Contract Clerk and Auditor	12 12
103907			Joseph T. W. Brass, Superintendent	12 55
103908			Miss Jessie A. Stowers	9 28
103904			A. E. Aikman, Supervising Nurse	13 80
103903			M. S. Gregory, Director	6 25
103905			Annie S. Humphrey	25 10
103907			Josephine T. W. Brass, Superintendent	12 55
<b>Municipal Civil Service Commission.</b>				
103922			May B. Upshaw, Assistant Chief Examiner	\$309 15
<b>Municipal Courts.</b>				
103816			8-17-15 Joseph G. Fuller	\$1 10
103813	8-14-15.	8-16-15	8-17-15 James J. Devlin	6 09
103814	7- 2-15		8-17-15 John P. Burns, Clerk	2 00
<b>Court of General Sessions.</b>				
103133	6-30-15		8-13-15 Matthew Bender & Co., Inc.	\$3 60
103132	7- 1-15		8-13-15 Baker, Voorhis & Co.	5 00
103131	6-30-15		8-14-15 Berkshire Products Co., Inc.	40 50
103129	7- 1-15		8-13-15 Knickerbocker Ice Co.	39 70
<b>Board of City Record.</b>				
101715	7-12-15.	7-28-15	8-11-15 New York Evening Journal	\$186 00
101698	6-30-15		8-11-15 The Kansas City Star	100 00
101690	7-26-15		8-11-15 The Warheit	180 00
101691	6-23-15		8-11-15 The Chicago Tribune	126 00
101397	7-30-15.	8- 2-15	8-11-15 The O'Connell Press, Inc.	218 06
101390	7-16-15.	8- 4-15	8-11-15 The O'Connell Press, Inc.	280 90
101406	7- 7-15.	8- 5-15	8-11-15 The Brooklyn Daily Eagle	121 79
101405	8- 5-15		8-11-15 The Brooklyn Daily Eagle	124 35
101418	7-13-15.	7-29-15	8-11-15 William Bratter & Co.	1,046 70
101395	7-17-15.	7-31-15	8-11-15 William Bratter & Co.	474 60
101399	7-21-15.	8- 2-15	8-11-15 Tiebel Bros.	148 99
101424	7-19-15.	8- 3-15	8-11-15 Tower Mfg. and Novelty Co.	135 06
101392	7-19-15.	7-31-15	8-11-15 Clarence S. Nathan, Inc.	336 46
101402	7-17-15.	8- 5-15	8-11-15 The Trow Press	471 35
101420	7-17-15.	8- 4-15	8-11-15 William Bratter & Co.	504 60
101490	7-22-15.	7-28-15	8-11-15 M. B. Brown Printing & Binding Co.	310 75
101495	7-20-15		8-11-15 M. B. Brown Printing & Binding Co.	2,531 84
101498			8-11-15 M. B. Brown Printing & Binding Co.	713 28
101423	7-20-15.	8- 3-15	8-11-15 The J. W. Pratt Co.	237 46
101422	7- 6-15.	8- 5-15	8-11-15 The J. W. Pratt Co.	837 59
101404	7-17-15.	7-29-15	8-11-15 The Herald Square Press	154 30
101476	7-26-15.	8- 5-15	8-11-15 M. B. Brown Printing & Binding Co.	245 91
101497	7-19-15.	8- 3-15	8-11-15 M. B. Brown Printing & Binding Co.	391 15
101478	7-17-15.	8- 3-15	8-11-15 M. B. Brown Printing & Binding Co.	1,984 60
101477	7-17-15.	8- 3-15	8-11-15 M. B. Brown Printing & Binding Co.	346 76
103160	4-29-15		8-14-15 Commercial Efficiency Co.	\$3 50
103158	6-30-15		8-14-15 Municipal Garage	24 69
<b>District Attorney, Bronx County.</b>				
103857			Francis Martin, District Attorney	\$55 54
103856			Francis Martin, District Attorney	261 80
<b>District Attorney, New York County.</b>				
104534			8-18-15 John J. Buckley, Dep. Chief Clerk and Auditor	\$488 12
104527			8-18-15 Charles H. Radinsky, Process Server.	72 44
104532			8-18-15 Patrick Flood	28 85
104531			8-18-15 John J. Scott	17 95
104529			8-18-15 Nicholas P. Sussillo	17 36
104527			8-18-15 Charles H. Radinsky, Process Server.	72 44
104530			8-18-15 Joseph Russo	17 50
<b>Department of Docks and Ferries.</b>				
100981	7-31-15		8-10-15 Wacker & Flannigan	\$634 26
100983			41725 8-10-15 The Sicilian Asphalt Paving Co.	3,003 10
<b>Board of Excise, Richmond County.</b>				
103676			Michael, W. Murphy, Special Deputy Commissioner	\$30 05
<b>Excise Department, New York County.</b>				
103284			8-16-15 Thomas F. McAvoy, Special Deputy Commissioner	\$1,107 44
<b>Department of Education.</b>				
101732	7- 1-15	41458	8-11-15 Robert C. Burlando	\$107 80
104151			Rev. Father Bernard	165 00
103621	2-28-15		8-17-15 Postal Telegraph-Cable Co.	20 95
103620	6-30-15		8-17-15 Postal Telegraph-Cable Co.	5 75
103619	7- 2-15		8-17-15 American District Telegraph Co.	16 25
103618	6-10-15		8-17-15 American District Telegraph Co.	6 30
103113	6- 3-15	41637	8-13-15 Albert S. Smith	24 00
103216	4-20-15	41217	8-16-15 Stanley & Patterson, Inc.	17 35
102293	5- 6-15	41356	8-13-15 Woldenberg & Schaar	63 55
102295	5- 6-15	41677	8-13-15 Standard Scientific Co.	1 17
103104	6- 9-15	41677	8-13-15 Standard Scientific Co.	18 75
103588	4- 5-15	41479	8-17-15 Schoverling, Daly & Gales	15 75
103586	4-16-15	41191	8-17-15 Syndicate Trading Co.	8 18
103587		41491	Syndicate Trading Co.	95
103219		42768	Scientific Equipment Co.	47 64
102304	5-20-15	41631	8-13-15 Albert S. Smith	93 75
103525	3-22-15	41356	8-17-15 Woldenberg & Schaar	1 47
103516	5-17-15	41650	8-17-15 Silver, Burdett & Co.	49 97
103523	6-10-15	41351	8-17-15 Scientific Equipment Co.	22
103569	6-21-15	41223	8-17-15 Seabury & Johnson	17 00
103567	6- 9-15	4532	8-17-15 Schoverling, Daly & Gales	1 50
103570	5-29-15	4761	8-17-15 John Wiley & Sons, Incorporated	4 50
103234	4- 5-15	41380	8-16-15 A. G. Spalding & Bros.	31 50
103079	4-23-15	4180	8-13-15 Parker P. Simmons Co., Inc.	71 88
103550		41351	Scientific Equipment Co.	5 23
101311		42740	8-10-15 M. D. Lundin	639 00
103108	6- 9-15	41183	8-13-15 E. Steiger & Co.	2 66
103589	7- 3-15		8-17-15 A. B. Dick Co.	25 92
103590	6-14-15		8-17-15 Peerless Manifold Book Co.	9 50
103591	6-16-15		8-17-15 The Shaw, Walker Co.	5 75



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.	
103592	6-9-15	8-17-15	Scientific Materials Co.	2 35	103828			Consumers Brewing Company of Brooklyn, N. Y.	5,416 85	
103533	5-18-15	8-17-15	American Distilled Water Co.	1 20	103827			Joseph Fischl	2,392 79	
103535	5-15-15	8-17-15	Franklin Simon & Co.	5 73	103827			Joseph Fischl	171 54	
103538	6-8-15	8-17-15	American Gas Furnace Co.	9 60	103822			Ella T. Dunn	337 06	
103548	5-13-15, 6-8-15	8-17-15	L. Barth & Son	13 73	103825			Amalia D. Feldhus and Francesca E. D.		
103545	4-30-15, 5-22-15	8-17-15	Bloomington Bros.	6 32	103825			H. Schaefer	539 64	
103061	6-18-15	8-13-15	John P. Kane Co.	1 20	103825			Amalia D. Feldhus and Francesca E.		
103062	3-12-15	8-13-15	Thomas Garnar & Co.	14 68	103824			D. H. Schaefer	360 41	
103063	6-15-15	8-13-15	Disinfecting & Exterminating Corp.	6 25	103824			Amalia D. Feldhus and Francesca E.		
102583	6-4-15	8-13-15	Hammacher, Schlemmer & Co.	3 30	103824			Amalia D. Feldhus and Francesca E.		
103068	6-16-15	8-13-15	Syndicate Trading Co.	28 00	103821			D. H. Schaefer	777 91	
103064	5-28-15	8-13-15	Henry Allen	30	103821			Amalia D. Feldhus and Francesca E.		
103066	6-1-15	8-13-15	Bernard Kaufman	12 50	103821			D. H. Schaefer	951 38	
103065	6-17-15	8-13-15	Alfred Field & Co.	14 50	103821			Cleveland A. Dunn	222 79	
103069	6-1-15	8-13-15	Harper & Brothers	4 50	103821			Cleveland A. Dunn	337 05	
103070	6-4-15	8-13-15	Keuffel & Esser Co.	22	103273			Rudolph Stutzmann	50 00	
103074	6-17-15	8-13-15	Tower Mfg. & Nov. Co.	3 31	103274			Sol. Jacobson	50 00	
102581			J. M. Saulpaugh's Sons	15 60	103262		8-16-15	Municipal Liens Co.	1,169 44	
102574	1-22-15	8-13-15	Stanley & Patterson	27 00	103263		8-16-15	Augustus Hallbloom	671 68	
102578	5-19-15	8-13-15	Hammacher, Schlemmer & Co.	17 03	103276			James Cunningham	50 00	
102579	5-18-15	8-13-15	Scientific Equipment Co.	8 56	103267			Franklin Burke	50 00	
102570	5-13-15	8-13-15	Montgomery & Co., Inc.	23 40	103275			Hinman Brothers	50 00	
102418	7-3-15	8-13-15	John Gannon	25 00	103269			H. Valentine Wildman	50 00	
102411	6-22-15	8-13-15	Joseph A. Graf	29 50	103268			William Steinach	50 00	
102410	6-28-15	8-13-15	Allen & Ryan	25 00	103266			Coca Cola Bottling Wks. of New York	7 61	
103075	5-6-15	8-13-15	E. G. Soltmann	10 50	103278		8-13-15	Treasurer of the State of New York	389 00	
101115		8-10-15	Langslow, Fowler Co.	227 60	103277		8-13-15	Trustees of the Department of Health		
101326	40713		E. Rutzler Co.	2,520 00	103261		8-13-15	Pension Fund	4,867 00	
101320	42300	8-10-15	James I. Newman	720 00	106238			Domenico Calucci	3 42	
101323	42852	8-10-15	Yodel, Herskowitz & Son	904 46	105780			Nels Olsen	44 00	
101324	42152	8-10-15	The Haupt Paint & Hardware Co.	990 00	103199			The Chamberlain of The City of New York	5,000 00	
101731	41458	8-11-15	Robert C. Burlando	511 68	103201			Timothy Sullivan and Margareta Sullivan	225 00	
101663	7-1-15	8-11-15	Frances E. Moscrip, Inspector of Classes for the Blind	124 85	103202			Park Versailles Realty Co.	17,911 83	
101662	6-10-15	8-11-15	The Crowell Publishing Co.	200 00	103167			Josiah A. Thompson	132 62	
101689	2-5-15	8-11-15	Jos. L. Bergen	550 00	103168			Mary Walsh	251 27	
101633	2-10-15	8-11-15	Finnan & Lee	298 00	103168			James O'Hare and Mary O'Hare	467 61	
101669	5-29-15	8-11-15	The Nelson Co., Inc.	340 00	103168			James O'Hare and Mary O'Hare	182 39	
101644	6-2-15	8-11-15	Agent and Warden of Sing Sing Prison	351 00	103169			Anna A. Pierson	274 54	
101636	2-19-15	8-11-15	Department of Correction	243 75	103170			Park Versailles Realty Co.	18,181 08	
103053	4-5-15	8-14-15	Fischer Bros.	21 15	103171			Joseph Pierson & Anna A. Pierson	118 82	
103047	6-18-15	8-14-15	Putnam & Co.	13 50	103172			Albert J. Pomplin	159 61	
103049	6-30-15	8-14-15	Welsbach Gas Lamp Co.	5 25	103173			Albert J. Pomplin	490 00	
103112	42663		Peckham, Little & Co.	6 00	103174			Giovanni Scrivani	8 08	
103111	6-15-15	8-13-15	Frederick Pearce Co.	34	103174			Giovanni Scrivani	349 81	
102296	4-14-15	8-13-15	Frederick Pearce Co.	8 52	103166			Josiah A. Thompson	206 68	
101162	6-14-15	8-10-15	Underwood Typewriter Co.	72 50	103166			Josiah A. Thompson	68 32	
103102	5-27-15	8-13-15	Ward's Natural Science Establishment	14 23	103200			Paul Weigel	272 68	
103126	5-7-15	8-13-15	M. J. Tobin	97	102898	7-20-15		<b>Fire Department.</b>		
102331	4-16-15	8-13-15	Frederick Pearce Co.	68	101340			The B. F. Goodrich Co.	62 98	
102310	41477		Wm. H. Sidway	3 69	101335	7-21-15		President of the Borough of Brooklyn	1,000 00	
102328	6-15-15	8-13-15	Frederick Pearce Co.	94	102892	7-1-15		Max L. Epstein	399 00	
103082	5-18-15	8-13-15	Scientific Equipment Co.	1 64	102900			Combination Ladder Co.	10 30	
103235	3-23-15	8-16-15	Wm. H. Sidway	71 53	102899	7-19-15		International Motor Co.	14 65	
102305	5-26-15	8-13-15	Rauh Cutlery Co.	21 90	102906	7-9-15		Stromberg Motor Devices Co.	1 52	
103059			Gustav Killenberg	19 25	102904	4-28-15		The Manhattan Supply Co.	4 40	
103097	42662		The Oliver Typewriter Co.	62 25	102905	4-30-15		Western Electric Co.	19 90	
103123	6-10-15	8-13-15	Syndicate Trading Co.	21 07	102902	6-25-15		Stanley & Patterson	10 43	
103593	6-3-15	8-17-15	The Ault & Wiborg Co. of New York	11 00	102902	6-25-15		The Manhattan Supply Co.	11 40	
103595	6-28-15	8-17-15	John T. Shanley Co., Inc.	5 25	102890	7-20-15		The Prest-O-Lite Co., Inc.	1 50	
103597	6-29-15	8-17-15	The Globe Wernicke Co.	1 26	103641			R. H. Laimbeer, Jr., Deputy Fire Commissioner	50 00	
103596	6-16-15	8-17-15	Kee Lox Mfg. Co.	12 00	103649			Putman A. Bates, Electrical Engineer	56	
103599	6-1-15	8-17-15	Van Brunt Tandy	5 18	103642			William Ralph, Laborer	1 10	
101091	6-7-15	8-17-15	S. Miller	95 00	103643			Putnam A. Bates, Electrical Engineer	143 85	
101023	5-7-15	8-17-15	Schoverling, Daly & Gales	28 00	193645			Charles S. Demarest, Chief of Construction and Repairs	1 60	
103041	6-18-15	8-17-15	John F. Ferguson	14 00	103648			Christian C. Schlottmann, Battalion Chief in Charge	6 71	
103042	6-11-15	8-14-15	Alex Burgess	83 00	103644			Putnam A. Bates, Electrical Engineer	42 55	
103039	6-30-15	8-14-15	The Tabulating Machine Co.	89 00	97403	35763		Geo. L. Hiltl Co., Inc.	659 26	
103036			Flushing Auto Garage	8 50	100986	32626		George F. Driscoll Co.	9,136 08	
103037	5-26-15	8-17-15	Flushing Auto Garage, Inc.	3 15	102981	6-29-15		<b>Department of Health.</b>		
103038	5-31-15	8-17-15	Wadsworth Garage, Inc.	4 01	102983	6-25-15		C. W. Keenan	13 95	
103544	4-30-15	8-17-15	B. Altman & Co.	10 03	102988	6-22-15		I. N. Burdick	14 64	
103543	5-25-15	8-17-15	Abraham & Straus	1 20	102990	6-18-15		Adams, Flanagan Co.	2 28	
103541	6-4-15	8-17-15	The J. W. Pratt Co.	1 68	103001	6-10-15		Frank S. Betz Co.	56 75	
103540			Bingham Bros. Co.	2 00	103002	6-30-15		Thatcher Furnace Co.	1 50	
103539	5-14-15	8-17-15	Charles T. Bainbridge's Sons	3 50	103011	7-1-15		Jordan & Co.	11 45	
101006	5-12-15	8-10-15	Scientific Equipment Co.	342 34	103011	7-1-15		C. E. L. Schultze	2 00	
101080	5-14-15	8-10-15	Albert E. Bobo	225 00	102995	5-26-15		John L. Whiting, J. J. Adams Co.	18 12	
<b>Department of Finance.</b>					102994	4-17-15		Abraham & Straus	35 25	
104604			New York Fire Department Relief Fund, Robert Adamson, Commissioner, as Treasurer and Trustee	\$79,806 56	101263	5-3-15	42053	8-10-15	Conron Bros. Company	456 68
103845			Mary Ellen Betts	43 15	101259	6-30-15	42577	8-10-15	Swift & Company	1,278 80
103844			Catharine Meserole Tymann	43 14	101602	4-30-15	42876	8-11-15	Knickerbocker Ice Co.	727 82
103843			Richard P. Betts	43 14	102979	7-8-15		Jessie Tarbox Beals, Inc.	27 15	
103842			Brookwood Realty Co.	270 51	102980	5-28-15		Thomas C. Dunham	9 50	
103840			Joseph Zrubeck and Johana Zrubeck	376 63	103007			George A. Roberts, Chief Clerk	12 00	
103839			Josephine F. Zevre	1,365 16	4073			<b>Law Department.</b>		
103839			Josephine F. Zevre	150 49	101792			8-10-15	Interborough Stenographic Co.	20 11
103838			Consumers Brewing Company of Brooklyn, N. Y.	2,023 34				<b>Public Administrator, Kings County.</b>		
103837			Horatio Nelson, Marie C. Nelson and Charles Wanninger, as executors of the last will and testament of William Nelson, deceased	100 00	102282	7-15-15		Frank V. Kelly	1 50	
103836			Joseph Zrubeck and Johana Zrubeck	300 00	102281	6-1-15		<b>Department of Parks.</b>		
103835			Hedwig Sexauer	871 32	102717	4-5-15	41061	8-12-15	Sutphen & Myer	49 90
103834			Mary E. Wood	233 15	101367			W. R. Ostrander & Co.	37 99	
103834			Mary E. Wood	804 38	101534	7-22-15		Frank A. Salomons, Bandmaster	95 00	
103833			Ulysses Skelton	233 16	101538	8-1-15		J. J. Snyder & Son	3 15	
103833			Ulysses Skelton	804 37	101537	8-3-15		Van Cortlandt Cont'g & Improvement Co.	4,539 72	
103832			Frederick Skelton	233 16	101536	7-27-15		Rocco A. Guerriere, Bandmaster	100 00	
103832			Frederick Skelton	804 37	101535	7-21-15		Ernest Schmidt, Bandmaster		



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.
103394	7-27-15	8-16-15	Remington Typewriter Co.....	35 65	101599	5-29-15	8-11-15	M. B. Brown Printing & Binding Co..	252 86
103362	7-20-15	8-16-15	F. W. Anderson & Co.....	6 90	101558	5- 3-15	8-11-15	Meyer-Denker-Sinram Co. ....	504 00
103363	7-27-15	8-16-15	Joseph I. Grady, Inc.....	7 00	101569		8-11-15	Indian Refining Co., Ltd.....	491 76
103364	7-27-15	8-16-15	Ferdinand Kuster .....	14 95	101569		8-11-15	Indian Refining Co. ....	491 76
103367	3-12-15	8-16-15	John C. Moore Corporation.....	2 00	101589	7-21-15	8-11-15	Thomas C. Dunham .....	209 25
103368	7- 1-15	8-16-15	New York Blue Print Paper Co.....	24 08	100756		8- 9-15	The Barber Asphalt Paving Co.....	65 55
103371			Stanley & Patterson .....	80 28	100751		8- 9-15	W. J. Fitzgerald .....	1,195 39
103370	4-21-15	5-26-15	E. B. Latham & Co.....	31 11	100753		8- 9-15	W. J. Fitzgerald .....	2,883 79
103376	5- 6-15	8-16-15	Agent and Warden of Auburn Prison.	66 00			<b>President of the Borough of The Bronx.</b>		
103375	5-18-15	8-16-15	Agent and Warden of Sing Sing Prison	38 97	101735		8-11-15	The Barber Asphalt Paving Co.....	\$1,664 14
103384	7- 8-15	8-16-15	J. W. Fiske Iron Works.....	80 00	101738		8-11-15	The Barber Asphalt Paving Co.....	324 43
103385	7-20-15	8-16-15	Knickerbocker Supply Co.....	29 51	101737		8-11-15	The Asphalt Construction Co.....	6,683 54
103408	7-23-15	8-16-15	Theo. F. Meyer .....	12 60	101733	7-16-15	8-11-15	Olin J. Stephens, Inc.....	215 03
103406	6- 1-15	7- 8-15	Thomas Martin .....	31 00	101734	7- 1-15	8-11-15	Standard Oil Co. of New York.....	148 58
103405	8- 1-15	8-16-15	Charles G. Knigs .....	25 00	101736		8-11-15	Di Menna & Del Balso.....	741 61
103404	7-24-15	8-16-15	Columbus Awning Co.....	5 00	98326	7-15-15	7-30-15	Charles Hart .....	339 13
103414	7-27-15	8-16-15	Stewart-Warner Speedometer Corp...	1 00			<b>President of the Borough of Brooklyn.</b>		
103413	7-31-15	8-16-15	Colt-Stratton Co.....	74 90	103484	7-30-15	8-16-15	Brooklyn Blue Print Works .....	\$0 96
103412	7-27-15	8-16-15	Colt-Stratton Co.....	34 50	103485	7-31-15	8-16-15	Brooklyn Blue Print Works.....	2 80
103407			Theo. F. Meyer .....	7 00	103483	7-27-15	8-16-15	Alexander Walker & Son.....	5 50
103365	7-20-15	8-16-15	O. J. Maigne Co.....	2 25	103478	8- 2-15	8-16-15	Daniel A. Maher .....	22 00
103373	7-23-15	8-16-15	Connor, Fendler & Co.....	2 16	103499		8-16-15	Charles S. Stratton, Acting Engineer in Charge .....	5 20
103372	7-21-15	8-16-15	Matthew Bender & Co., Int.....	65 00			8-16-15	Jos. J. Marrin, Jr., Foreman.....	5 80
104540			Police Pension Fund, Arthur Woods, Commissioner, Treasurer and Trustee.	70 55	103507		8-16-15	Thos. H. Dunham, Foreman .....	2 25
104539			Police Pension Fund; Arthur Woods, Commissioner, treasurer and trustee..	81 57	103505		8-16-15	Wm. J. Shea, Engineer .....	49 30
104538			Police Pension Fund; Arthur Woods, Commissioner, treasurer and trustee..	6 10	103504		8-16-15	Wm. J. Shea, Engineer .....	20 30
104537			Police Pension Fund; Arthur Woods, Commissioner, treasurer and trustee..	37 61	103512		8-16-15	William W. Richards, Chief Clerk....	162 15
104536			Police Pension Fund; Arthur Woods, Commissioner, treasurer and trustee ..	15,160 28	103511		8-16-15	James J. Byrne, Chief Clerk .....	33 95
103700	7-30-15	8-17-15	Hubert J. Callahan .....	2 50	103506		8-16-15	Wm. J. Shea, Engineer .....	104 60
103719	7-26-15	8-17-15	Sigmund Lipscher .....	20 55	103509		8-16-15	Thomas J. McGee, Supt., Repairs.....	15 80
103720	7-27-15	8-17-15	John A. Morrell .....	7 50	103510		8-16-15	Thomas J. McGee, Supt., Repairs.....	87 75
103721	7-26-15	8-17-15	James McCarthy .....	6 60	101781	6-30-15	8-11-15	Thos. W. Wood's Sons, Inc.....	3,536 31
103722	7-29-15	8-17-15	James P. McCormack .....	65	101779		8-11-15	Ulrich & Co. ....	1,882 52
103706	7-30-15	8-17-15	Hubert J. Callahan .....	4 57	101780		8-16-15	John C. Schrade, Inc.....	2,707 39
103705	8- 9-15	8-17-15	Daniel W. Clare .....	1 72	103477	7-31-15	8-16-15	Walter Doscher .....	27 50
103704	8-10-15	8-17-15	Arthur A. Carey .....	11 70	103491		8-16-15	Kanouse Mountain Water Co.....	14 40
103703	7-26-15	8-17-15	Thomas O. Caputo .....	4 54	103476	8- 2-15	8-16-15	Thomas Corr .....	27 50
103702	7-24-15	8-17-15	John J. Behan .....	19 05	103480	7- 2-15	8-16-15	L. E. Parr .....	2 50
103701	8- 5-15	8-17-15	Frank J. Allen .....	2 30	103481	8- 1-15	8-16-15	Thomas F. Reid .....	14 00
103713	8- 5-15	8-17-15	William J. Enright .....	10 80	103482	7-31-15	8-16-15	Union League Stables .....	27 50
103712	7-27-15	8-17-15	James J. Donlin .....	70			<b>President of the Borough of Queens.</b>		
103718	7-27-15	8-17-15	Edward J. Lennon .....	1 34	101774		8-11-15	Ganford Co., Inc. ....	\$2,567 85
103711	8- 7-15	8-17-15	Henry E. Dolgenas .....	1 00	101777		8-11-15	A. J. Buschmann Co. ....	802 17
103710	7-19-15	8-17-15	Arthur De Voe .....	31	101770	6-19-15	8-11-15	The Good Roads Machinery Co.....	1,233 33
103725	7-12-15	8-17-15	Emil Panevino .....	55	101769	6-26-15	8-11-15	Geo. D. Harris & Co.....	390 42
103726	8- 5-15	8-17-15	Joseph L. Pucciano .....	12 60	101753	7-26-15	8-11-15	S. Schnabel .....	138 50
103727			William J. Raftis .....	19 05	101775		8-11-15	W. J. Scanlan Co. ....	736 32
103731			Frederick Zwirz .....	31			<b>President of the Borough of Richmond.</b>		
103730			William D. Roddy .....	28 84	103420		8-16-15	Richmond Ice Co. ....	\$20 41
103729			Harry A. Reuling .....	7 47	101279	7- 2-15	8-10-15	Standard Oil Co. of New York.....	132 09
103728	7-15-15	8-17-15	Henry J. Reif .....	8 42	101287	7- 8-15	8-10-15	Mrs. J. H. Cook .....	100 00
103732	8- 2-15	8-17-15	Harry A. Dattlebaum .....	5 55	101291	7-16-15	8-11-15	The Staten Island Rapid Transit Railway Co. ....	210 00
103733	7- 2-15	8-17-15	Nicholas P. Sussillo .....	1 35			<b>Department of Public Charities.</b>		
103737	7- 2-15	8-17-15	Nicholas P. Sussillo .....	51	101812	6-21-15	8-12-15	Clement Restein Company .....	\$51 05
103738			Western Union Telegraph Co. ....	6 57	101811	6-18-15	8-12-15	Clement Restein Co. ....	20 95
103734	8- 5-15	8-17-15	William J. Enright .....	52	101818	6-30-15	8-12-15	P. Lawless Sons .....	53 87
103739	7-10-15	8-17-15	T. Cunningham Co. ....	16 00	100988	6- 7-15	8-10-15	Commission Merchants' Association, Assignee of Louis Strauss .....	1,369 52
103389	7-20-15	8-16-15	Knickerbocker Supply Co. ....	78 71	100989	6-30-15	8-10-15	Nathan Strauss .....	410 18
103396	7-29-15	8-16-15	Kipp Wagon Co. ....	24 80	101001	1-13-15	8-10-15	C. H. F. Jurgens .....	1,759 82
103392	6-24-15	8-16-15	Charles D. Durkee & Co. ....	26 14			<b>Register, New York County.</b>		
103696	7-24-15	8-17-15	J. Guasconi .....	8 10	102972		<b>The New York Historical Society....</b>		
103698		8-17-15	Joseph Smyth .....	2 20	102775		<b>Sheriff, Bronx County.</b>		
103714			William Gilmartin .....	6 30	102776	8- 1-15	8-13-15	N. Y. Telephone Co.....	\$74 37
103709			Felix B. De Martini .....	22 57			<b>Sheriff, Richmond County.</b>		
103715			James Graham .....	5 70	101407	8- 1-15	8-11-15	F. A. Lambert & Co.....	\$153 47
103716			Alfred L. Hughes .....	4 25	101408	8- 1-15	8-11-15	Rohde & Schmidt .....	118 01
103717			John P. Judge .....	1 90			<b>Department of Street Cleaning.</b>		
103723			Thomas McDonald .....	61 15	101604	7-17-15	8-11-15	John P. Powers .....	\$1,489 00
103707			Harry Connell .....	1 90			<b>Tenement House Department.</b>		
103724		8-17-15	Thomas E. O'Brien .....	66 80	102568	6-30-15	8-13-15	Healy Prospect Garage Co.....	\$34 00
103708		8-17-15	Vito R. W. Cristiano .....	3 60			<b>Board of Water Supply.</b>		
103736	8- 1-15	8-17-15	Postal Telegraph-Cable Co. ....	12 89	104026		8-11-15	John L. Wissing .....	\$15 00
85346	5-29-15	6-28-15	Consolidation Coal Co. ....	78 75	101545	39596	8-11-15	Beaver Engineering & Contracting Co..	14,690 82
					101544	38507	8-11-15	M. B. Brown Printing & Binding Co..	839 40
					4171		8-11-15	Isaac Greenburg .....	440 81
					4168		8-11-15	Edward L. Merritt .....	1,975 00
					4167		8-11-15	Patrick J. Shea .....	1,975 00
					4166		8-11-15	Irving L. Ernst .....	2,500 00
					4165		8-11-15	I. J. Beaudrias .....	1,250 00
							<b>Department of Water Supply, Gas and Electricity.</b>		
103885		7-17-15	Henry H. Lloyd, Auditor .....	\$40 80	104052		8-18-15	Wm. Flannery, Mechanical Engineer..	\$20 09
101592			American Steam Pump Co.....	95 74	101630	7- 1-15	8-11-15	Westchester Lighting Co.....	416 85
101585	7-15-15	8-11-15	S. B. Kraus .....	126 00					
101563			Samuel Lewis .....	264 00					
101000	7-19-15	8-11-15	Electric Construction & Supply Co...	175 00					
101596	7- 7-15	8-11-15	Neptune B. Smyth, Inc.....	994 00					
101597	7-26-15	8-11-15	Ira S. Bushey & Sons .....	2,000 00					

## VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE, TUESDAY, AUGUST 24, 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.
<b>Board of Coroners.</b>			
106275	6-30-15	N. Y. & Bklyn Towel Supply Co. ....	\$12 50
<b>Supreme Court, Second Department.</b>			
106045		Jos. H. De Braggio.....	\$25 00
<b>Department of Education.</b>			
106093	6-23-15	Gregg Bros. ....	\$1 58
106094	7- 2-15	William Ward .....	4 00
106095	6-28-15	John F. Rogers Co.....	18 34
106096	7- 7-15	Frederick H. Schaupp .....	21 10
106097	7- 6-15	Est. of C. P. Williams .....	14 00
106098	6-25-15	W. & C. Sheehan .....	23 68
106099	5-29-15	Rider Ericson Engine Co. ....	43 20
106100	6-11-15	Harvey Paul Quattlander...	5 75
106101	6-28-15	B. E. Gfroerer .....	10 47

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.
106102	5-28-15	D. J. Carey .....	109 44
106103	6-22-15	Allen & Ryan .....	11 59
106104	6-30-15	Paul C. Taylor .....	28 46
106105	7- 1-15	Rudolph Jurgensen .....	9 25
106106	7- 4-15	Geo. W. Flager .....	38 28
106119	42650	N. Y. Tel. Co.....	174 77
106120	42650	N. Y. Tel. Co.....	144 10
106121	42650	N. Y. Tel. Co.....	197 98
106122	41741	L. C. Smith & Bros. Type-writer Co. ....	50 00
106123	41757	N. Y. Talking Machine Co. ....	2 25
106124	41677	Standard Scientific Co.....	1 50
106125	41628	Funk & Wagnalls Co.....	10 80
106126	39288	Longmans, Green & Co.....	1 68
106127	41492	A. G. Spaulding & Bros....	2 64
106128	41380	A. G. Spaulding & Bros....	3 60
106129	41124	M. J. Tobin .....	2 69
106130	41703	M. J. Tobin .....	492 00
106131	41124	M. J. Tobin .....	18 73
106132	42650	N. Y. Tel. Co.....	204 47
106133	42650	N. Y. Tel. Co.....	98 97
106134	42650	N. Y. Tel. Co.....	132 82
106135	42650	N. Y. Tel. Co.....	142 73
106075	6-17-15	Charles Williams .....	28 00
106076	3-25-15	Homestead Bank of Brooklyn, Assignee of James I. Newman .....	638 00
106077	7- 6-15	Patrick Monohan .....	30 00
106078	7-20-15	A. B. Vreeland .....	245 00

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.
106079	6-22-15	Robert Simpson .....	10 80
106080	7- 8-15	Philip Garfinkel, Assignee of W. G. Hill.....	30 42
106081	5-17-15	Agent and Warden, Auburn Prison .....	13 00
106082	5- 5-15	Manhattan Supply Co.....	255 00
106083	7-11-15	Brooklyn Window Shade Co. ....	18 95
106084	1-26-15	J. B. Greenhut Co.....	20 00
106085	6-25-15	Rose Goldstone, Assignee of Philip Simberg .....	55 00
106086	6-22-15	A. Itzkowitz .....	18 40
106087	6-21-15	Brooklyn Window Shade Co. ....	20 48
106088	7-19-15	John A. Brennan .....	59 00
106089	4- 2-15	W. F. Peters Co.....	13 25
106090	2-27-15	Wm. F. Peters Co.....	29 75
106091	4- 2-15	Wm. F. Peters Co.....	6 90
106092	4- 6-15	Wm. F. Peters Co.....	59 50
106074	6-28-15	Fred. A. Buser .....	95 00
106235	42617	Geo. Stanton & Son, Inc.....	990 00
106236	42314	Julius Birenstein .....	450 00
106237	42307	S. Cohen & Son .....	603 00
106047	6-28-15	L. E. Atherton .....	20 00
106048	6-22-15	A. Itzkowitz .....	3 40
106049	6-21-15	H. Hanig .....	16 25
106050	6-22-15	A. Itzkowitz .....	30 60
106051	6-17-15	Narragansett Machine Co... ..	14 00
106052	6-11-15	The Manhattan Supply Co... ..	13 25



Invoice Finance Date Vouch- or Con- No. tract Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- No. tract Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- No. tract Number.	Name of Payee.	Amount.
106053	6-10-15 J. Kurzban .....	35 00	106414	6-22-15 J. Kurzban .....	25 25			
106054	6-22-15 Geo. Morley .....	10 00	106415	7-15-15 Geo. Morley .....	36 00	106143	<b>Police Department.</b>	
106055	6-19-15 Louis Imershein .....	34 00	106416	6-10-15 A. Itzkowitz .....	4 80		Lipman Moses .....	\$120 00
106056	6-22-15 A. Itzkowitz .....	8 85	106417	7-10-15 Louis Imershein .....	14 49		<b>President of the Borough of Manhattan.</b>	
106057	6-21-15 F. J. Kloes .....	134 00	106418	7-13-15 A. Weiss .....	11 00	106333	6-23-15 John A. McCarthy .....	22 50
106058	6-30-15 Narragansett Machine Co. ....	20 00	106419	4-1-15 P. E. O'Connell .....	8 00	106334	7-21-15 Maher & Flockhart .....	110 00
106059	6-28-15 M. Kalmus .....	40 80	106420	6-28-15 M. Kalmus .....	8 00	106335	5-21-15 A. D. Graner Co. ....	12 00
106060	6-28-15 M. Kalmus .....	12 85	106421	6-28-15 H. Gold .....	25 95	106336	7-23-15 Nason Mfg. Co. ....	4 72
106061	5-17-15 Hammacher, Schlemmer Co. ....	1 10	106422	6-10-15 J. Kurzban .....	10 20	106337	7-29-15 Craven Steam Boiler Wks., Inc. ....	46 28
106062	4-21-15 J. Friedman .....	14 30	106423	6-18-15 Louis Imershein .....	14 10	106338	4-7-15 Realty Records Co. ....	25 00
106063	6-28-15 H. Gordon .....	3 80	106424	7-3-15 Brooklyn Window Shade Co. ....	63 84	106339	41428 Arthur C. Jacobson & Sons. ....	157 50
106064	6-9-15 A. Itzkowitz .....	31 80	106425	6-15-15 Heywood Bros. & Wake- field .....	8 90	106340	41471 G. B. Raymond & Co. ....	1,111 76
106065	6-24-15 L. E. Atherton .....	6 70	106426	6-22-15 J. Fitzgerald .....	20 02	106341	41467 G. B. Raymond & Co. ....	211 76
106066	6-21-15 H. Gold .....	15 00	106427	6-26-15 B. P. Eldridge .....	19 03	106342	41470 John A. McCarthy .....	887 54
106067	7-15-15 Geo. Morley .....	45 00	106428	6-26-15 J. D. Duffy .....	2 71		Bouker Cont. Co. ....	169 05
106068	7-2-15 F. J. Kloes .....	15 15	106429	6-25-15 Henry Saal .....	79 00	106343	41469 John A. McCarthy .....	1,445 36
106069	6-30-15 T. Irving Simonson .....	10 00	106430	6-23-15 Moreland & Gibson .....	96 00		John P. Kane Co. ....	275 31
106070	7-6-15 Fred W. Sohm .....	14 88	106431	6-10-15 Paul Euell, Inc. ....	29 65	106344	41361 Murtha & Schmohl Co. ....	84 89
106071	7-3-15 Thos. Cummings .....	8 75	106432	5-1-15 Wm. F. Devine .....	246 00	106345	29321 Asphalt Const Co. ....	558 55
106072	5-28-15 The J. W. Pratt Co. ....	37 92	106433	6-21-15 John Brook .....	14 50	106346	29323 Sicilian Asp. Pav. Co. ....	73 50
106219	6-11-15 Cobb, Macey, Dohme, Inc. ....	29 50	106434	6-21-15 John Brook .....	3 75	106347	26412 Uvalde Asp. Co. ....	144 56
106220	7-7-15 Cobb, Macey, Dohme, Inc. ....	55 84	106435	6-15-15 Max Albrecht .....	20 00	106348	42447 Aztec Asphalt Co., Inc. ....	166 69
106221	7-6-15 Yawman & Erbe Mfg. Co. ....	12 83	106436	6-18-15 Duncan Stewart .....	130 50	106311	8-2-15 Henry Bainbridge & Co. ....	477 65
106222	6-24-15 Lorenzo & Byrns .....	89 00	106437	-16-15 M. Weinberg .....	11 50	106312	7-1-15 T. C. Moore & Co. ....	9,736 43
106223	6-17-15 Consolidated Gas Co. ....	85 80	106438	6-11-15 Ross & Sisti, Inc. ....	8 00	106313	7-29-15 Indian Refining Co. ....	7 20
106224	6-16-15 M. Strompf .....	237 00	106439	6-21-15 T. F. Long .....	123 50	106314	5-19-15 Indian Refining Co. ....	5 08
106225	2-11-15 Bklyn. Union Gas Co. ....	135 25	106440	6-19-15 John H. Goetschius .....	27 00	106315	7-22-15 Vacuum Oil Co. ....	13 86
106226	6-17-15 Consolidated Gas Co. ....	85 80	106441	6-14-15 Reid, King & Co. ....	9 28	106316	7-19-15 Tower Mfg. & Novelty Co. ....	5 91
106227	5-24-15 Montgomery & Co., Inc. ....	9 00	106442	6-28-15 Wm. Rabe .....	234 00	106317	6-21-15 John Wanamaker .....	2 00
106228	5-7-15 Amer. Type Founders Co. ....	5 00	106443	6-17-15 Jas. J. Fay .....	33 25	106318	7-13-15 A. F. Brombacher & Co. ....	10 05
106229	5-29-15 Warwick & Young .....	1 15	106444	6-26-15 Ligum Carp Works .....	56 00	106319	1-22-15 Montgomery & Co., Inc. ....	114 75
106230	2-27-15 C. C. M. Perez, Assignee of S. J. McCullough & Co. ....	459 00	106445	6-30-15 Welsbach Gas Lamp Co. ....	6 50	106320	6-28-15 The Fairbanks Co. ....	26 25
106231	3-27-15 Henry Schmerzler .....	113 00		<b>Department of Finance.</b>		106321	7-24-15 A. F. Brombacher & Co. ....	13 05
106232	4-26-15 James I. Newman .....	238 00	106351	Margaret B. Moss .....	\$2 50	106322	5-25-15 Chesebro, Whitman Co., Inc. ....	6 74
106233	1-16-15 Homestead Bank of Bklyn., Assignee of James I. New- man .....	747 00	106352	Yetta Hittelmann .....	1 42	106323	7-19-15 Robert A. Keasbey Co. ....	5 90
			106353	Milton Schnaier .....	11 00	106324	5-1-15 Nathan Lyons .....	16 80
106234	11-13-14 Manning, Maxwell & Moore. ....	380 25	106354	Max Kottler .....	6 00	106325	6-2-15 Manhattan Electrical Supply Co. ....	3 30
106215	3-31-15 C. M. Perez, Assignee of S. J. McCullough & Co. ....	72 49	106355	John T. Mayers .....	66 66		7-1-15 Western Electric Co. ....	10 08
106216	6-1-15 Putnam Machine Co. ....	296 00	106356	Rudolph Dillman .....	75 00	106326	6-16-15 The Fairbanks Co. ....	12 50
106217	6-26-15 Manning, Maxwell & Moore. ....	412 75	106357	Westminster Heights Co. ....	33 02	106327	7-1-15 The Cutler Hammer Mfg. Co. ....	11 40
106218	12-31-14 N. Y. Telephone Co. ....	208 00	106358	Kraslow Const. Co. ....	64 54			
106200	7-2-15 H. Fortenbach .....	5 00	106359	Geo. H. Bosman et al. ....	45 93	106329	5-28-15 W. & J. Sloane .....	12 50
106201	7-12-15 Edward A. Dubey .....	6 00	106360	Elfidio Barthold .....	8 00	106330	5-28-15 Seger & Gross Co. ....	7 00
106202	6-22-15 John H. O'Rourke Co. ....	18 00	106361	Alexander Sabsevit .....	56	106331	7-27-15 A. F. Brombacher .....	37 00
106203	7-6-15 Henry Pearl & Sons Co. ....	6 75	106362	Est. of Catherine E. Mercer, Deceased .....	4 61	106332	8-2-15 E. B. Latham & Co. ....	11 10
106204	6-18-15 Anton Orgelfinger .....	2 00	106363	Mae L. Gately .....	1 50		<b>President of the Borough of The Bronx.</b>	
106205	6-10-15 C. J. Dougherty .....	30 00	106364	J. H. Timmerman .....	7 50	106448	38788 Dayton Hedges .....	\$3,052 87
106206	7-8-15 William P. Murray .....	9 00	106365	Bertha H. Becht .....	5 00		<b>President of the Borough of Brooklyn.</b>	
106207	7-15-15 Ohlhausen & Veit .....	130 60	106366	Jos. Aldaire .....	1 25	106456	40202 J. Leopold & Co., Inc. ....	\$4,448 40
106208	6-12-15 McAuliffe & Clarke .....	389 00	106367	Ronato Masio .....	2 30		<b>President, Borough of Queens.</b>	
106209	6-28-15 L. L. Wright Waterproof- ing & Const. Co., Inc. ....	35 50	106368	Edward D. M. Kinsey .....	2 40	106464	42278 Queens Plaza Cont. Co. ....	\$20,349 00
106210	6-26-15 Chas. J. Bogue Elec. Co. ....	35 00	106369	Bernard Daly .....	285 24	106462	41960 Wm. C. Card .....	2,287 96
106211	6-2-15 Joseph A. Graf .....	68 75	106465	Stanley C. Fowler .....	600 00	106463	39055 T. F. Guidera .....	5,692 22
106212	6-24-15 Sweeney & Gray Co. ....	19 50	106107	Brooklyn Hospital .....	1,173 03	106461	37796 L. A. Burke & Sons Co., Inc. ....	14,058 87
106213	7-20-15 H. J. Longworthy .....	115 00	106108	Brooklyn Hebrew Orphan Asylum .....	8,319 29		<b>Department of Street Cleaning.</b>	
106214	7-16-15 David Ripley .....	140 25		Brooklyn Hebrew Orphan Asylum .....	293 23	105897	5-31-15 Knickerbocker Towel Sup- ply Co. ....	\$25 33
106405	41696 Christopher Nally .....	1,017 00	106109	Five Points House of In- dustry .....	3,233 50	105898	6-1-15 Peerless Towel Supply Co. ....	9 38
106406	42305 C. L. Dooley, Inc. ....	720 00		House of Calvary .....	1,031 22	105899	5-27-15 Standard Oil Co. of N. Y. ....	71 50
106407	42468 Jos. B. Brady .....	607 50	106110	Knickerbocker Hospital .....	973 90	105900	6-30-15 Bedford Auto Garage .....	44 65
106373	39290 G. P. Putnams Sons. ....	1 65	106111	Low Maternity Branch of the Brooklyn Hospital .....	78 56	105901	7-31-15 Bedford Auto Garage .....	44 50
106374	39291 Ginn & Co. ....	12 60	106112	Mission of the Immaculate Virgin for the Protection of Homeless and Destitute Children .....	16,990 90	105902	7-6-15 N. Y. & N. J. Lubricant Co. ....	4 80
106375	436 John Wanamaker .....	19 21	106113	N. Y. Catholic Protectory .....	31,616 80	105903	8-2-15 The Fairbanks Co. ....	8 00
106376	39288 Longmans, Green & Co. ....	2 97		N. Y. Catholic Protectory .....	1,316 14	105904	5-5-15 Flatbush Waterworks Co. ....	1 67
106377	39293 Chas. Scribner's Sons. ....	2 07	106114	N. Y. Homeopathic Med- ical College .....	1,009 35	105905	6-4-15 Flatbush Waterworks Co. ....	7 41
106378	39299 F. C. Stechert Co. ....	74	106115	St. Marks Hospital of New York City .....	327 11	105906	4-30-15 A. Isaacs & Co. ....	384 23
106379	39294 Silver, Burdett & Co. ....	80	106116	Society for the Aid of Friendless Women and Children .....	144 66	105907	6-26-15 Pigot, Sayre Co. ....	10 20
106380	39285 D. C. Heath & Co. ....	2 60	106117	St. Josepha Hospital .....	10,029 05	105908	7-7-15 Pigot, Sayre Co. ....	102 70
106381	432 The Macmillan Co. ....	10 34	106118	Nels Olsen .....	44 00	105909	6-22-15 Standard Oil Co. of N. Y. ....	20 00
106382	419 The Baker & Taylor Co. ....	8 59	106238	<b>The Mayoralty.</b>		105910	7-8-15 Standard Oil Co. of N. Y. ....	16 00
106383	39289 The Macmillan Co. ....	5 12	106144	41381 N. Y. Tel. Co. ....	\$80 05	105911	6-4-15 United States Graphite Co. ....	17 05
101110	Wm. A. Prendergast .....	17,232 02	106145	7-31-15 John Manning .....	12 00	105912	7-16-15 United States Graphite Co. ....	23 38
101111	Wm. A. Prendergast .....	22 41	106146	7-31-15 Briarcliff Lodge Assn. ....	4 80	105913	6-18-15 R. F. Walsh, foreman .....	1 20
101112	Wm. A. Prendergast .....	4,813 76	106147	7-31-15 Foster, Scott Ice Co. ....	6 75	105914	5-6-15 A. F. Brombacher & Co. ....	55
101113	Wm. A. Prendergast .....	15,967 26	106148	7-30-15 N. Y. & Brooklyn Towel Supply Co. ....	4 20	105915	5-8-15 F. F. Fuhrmann .....	6 45
101114	Wm. A. Prendergast .....	3,985 72	106149	7-20-15 Banks Law Pub. Co. ....	10 75	105916	7-26-15 F. F. Fuhrmann .....	18 45
101115	Wm. A. Prendergast .....	1,059 63	106150	8-5-15 Underwood Typewriter Co., Inc. ....	21 00	105917	6-21-15 F. F. Fuhrmann .....	3 00
101116	Wm. A. Prendergast .....	114 36	106151	7-9-15 Western Union Telegraph Co. ....	14 67	105918	7-21-15 F. F. Fuhrmann .....	10 00
106136	Wm. A. Prendergast .....	57 40	106152	7-24-15 L. C. Smith & Bros. Type Co. ....	55	105919	2-4-15 Kimball Elec. Co. ....	75
106137	Wm. A. Prendergast .....	555 25	106153	7-1-15 Underwood Typewriter Co., Inc. ....	50	105920	5-26-15 Library Bureau .....	11 06
106138	Wm. A. Prendergast .....	59 73	106154	7-8-15 Herring, Hall, Marvin Safe Co. ....	5 00	105921	3-18-15 O'Keefe & Sheigley .....	15 50
106139	Wm. A. Prendergast .....	174 85	106155	7-6-15 Western Union Telegraph Co. ....	28 80	105922	3-10-15 A. & W. Auburn Prison .....	4 12
106140	Wm. A. Prendergast .....	2 21	106156	7-1-15 E. W. Bullinger .....	7 00	105923	7-16-15 Underwood Typewriter Co. ....	129 60
106141	Wm. A. Prendergast .....	38 60		<b>Public Administrator, Queens County.</b>		105924	1-23-15 Yawman & Erbe Mfg. Co. ....	114 00
106142	Wm. A. Prendergast .....	3 74	106073	7-31-15 N. Y. Tel. Co. ....	\$3 75	105925	6-23-15 Woodhouse Mfg. Co. ....	652 00
106370	41511 The Holbrook Mfg. Co. ....	3 18		<b>New York Public Library.</b>		105926	7-7-15 Manhattan Supply Co. ....	46 71
106371	41665 Newson & Co. ....	75	106046	41750 The N. Y. Public Library ..	\$141 02	105927	7-16-15 Fellsen Tire Co. ....	28 80
106372	41635 The Macmillan Co. ....	18 40	106043	The N. Y. Public Library ..	16,840 62	105928	6-8-15 Fellsen Tire Co. ....	32 70
106384	6-21-15 Thos. F. Ford .....	134 00	106044	The N. Y. Public Library ..	66 71	105929	7-7-15 Fellsen Tire Co. ....	89 60
106385	6-23-15 Ernest Capelle .....	8 00		<b>Queens Borough Public Library.</b>		105930	7-16-15 Fellsen Tire Co. ....	82 15
106386	6-14-15 D. J. Carey .....	12 00	106349	The Queens Borough Public Library .....	\$7,456 80	105931	5-28-15 Fellsen Tire Co. ....	85 64
106387	6-21-15 Henry Bockrath & Son .....	15 00	106350	The Queens Borough Public Library .....	3,844 04	105932	6-11-15 Fellsen Tire Co. ....	85 64
106388	6-28-15 W. & C. Sheehan .....	4 50		<b>Department of Parks, Borough of The Bronx.</b>		105933	6-21-15 American Valve Tool Co. ....	15 00
106389	6-8-15 Agent and Warden, Auburn Prison .....	2,370 00	106466	42548 H. H. Vought .....	50 22	105934	7-3-15 Chas E. Miller .....	10 00
106390	6-11-15 Roscoe Lumber Co. ....	45 03	106467	42549 Jos. B. Brady .....	315 00	105935	6-24-15 A. J. Picard & Co. ....	39 60
106391	7-9-15 Haupt Paint & Hardware Co. ....	212 00		<b>Department of Parks, Borough of Queens.</b>		105936	5-19-15 A. F. Brombacher & Co. ....	23 15
106392	7-6-15 Geo. W. Falger .....	65 00	106158	41425 Smith & Theis .....	\$744 00	105937	7-30-15 A. F. Brombacher & Co. ....	93 50
106393	6-15-15 H. Groswald .....	9 50	106159	41424 Max L. Epstein Co. ....	428 00	105938	5-18-15 A. F. Brombacher & Co. ....	27 94
106394	6-29-15 Geo. Morley .....	15 00	106157	8-1-15 Frank J. Felgenhauer Co. ....	495 00	105965	3-20-15 F. N. Dubois & Co. ....	7 35
106395	5-26-15 Marcus Weintraub .....	50 00				105966	7-15-15 F. N. Dubois & Co. ....	21 70
106396	Bklyn. Window Shade Co. ....	7 27				105967	4-19-15 F. N. Dubois & Co. ....	110 77
106397	6-18-15 Vacuum Carpet Cleaner Co. ....	23 00				105968	7-13-15 F. N. Dubois & Co. ....	3 00
106398	3-1-15 Wm. G. Hill .....	20 54				105969	5-21-15 F. N. Dubois & Co. ....	6 11
106399	6-14-15 H. Gordon .....	18 95				105970	2-27-15 J. P. Duffy Co. ....	14 50



Invoice Finance Date Vouch- or Con- tract No. Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- tract No. Number.	Name of Payee.	Amount.	Invoice Finance Date Vouch- or Con- tract No. Number.	Name of Payee.	Amount.			
105984	5-29-15	Pierce, Butler & Pierce Mfg. Corp.	2 58	106038	6-3-15	Prop. E. G. Murray	10 00	106265	4-15-15	Kindling Machinery Co.	683 76
105985	5-29-15	Stanley & Patterson	25 72	106039	7-1-15	John Remm, Jr.	2 50	106266	8-12-15	Edward R. Ladew Co.	5 60
105986	6-11-15	A. B. See Electric Elev. Co.	21 13	106040	6-1-15	John Remm, Jr.	2 50	106267	8-6-15	John F. Warth	85 00
105987	6-29-15	John Simmons Co.	2 92	106041	4-8-15	Bastian Bros. Co.	600 00	106268	7-26-15	Otto Keuster, Inc.	70 00
105988	7-8-15	John Simmons Co.	4 55	105939	3-8-15	General Vehicle Co., Inc.	40 00	106269	7-1-15	J. B. Lyon Co.	7 50
105989	7-23-15	John Simmons Co.	35 27	105940	5-4-15	Frederick Emmerich, Inc.	28 50	106270	8-2-15	Henry Romeike, Inc.	5 00
105990	7-13-15	Westinghouse Elec. & Mfg. Co.	27 78	105941	6-7-15	A. F. Bombacher & Co.	3 58	106271	4-17-15	A. F. Bombacher & Co.	35 55
105991	4-9-15	Ford Motor Co.	6 37	105942	7-26-15	A. F. Bombacher & Co.	117 38	106272	4-23-15	The Debevoise Co.	114 00
105992	6-21-15	Ford Motor Co.	76 00	105943	6-18-15	Chas. Beseler Co.	1 40	106273	6-30-15	John Lucas	60 00
105993	2-23-15	Harry S. Houtt, Inc.	26 40	105944	7-30-15	Cavanagh Bros. & Co.	25 50	106274	7-14-15	Dept. of Docks and Ferries of The City of New York	271 88
105994	7-14-15	Knox Motors Associates	35 35	105945	5-11-15	Cuter Hammer Mfg. Co.	130 00	106239	4-30-15	Municipal Garage	52 99
105995	6-24-15	Lozier Motor Co., Inc.	15 92	105946	5-19-15	Crocker, Wheeler Co.	417 00	106240	7-1-15	Prospect Taxi Co., Inc.	58 96
105996	6-4-15	N. Y. Sporting Goods Co.	15 00	105947	6-29-15	Drake Awning Co.	32 00	106241	6-1-15	Prospect Taxi Co., Inc.	40 96
105997	3-2-15	Oriental Rubber & Supply Co., Inc.	1 00	105948	4-27-15	Dept. of Correction	1,180 00	106242	8-10-15	Woodhouse Mfg. Co.	7 20
105998	3-22-15	The White Co.	80 68	105949	6-8-15	Dept. of Correction	550 00	106243	7-27-15	United States Graphite Co.	93 50
105999	6-14-15	Crane & McMahon, Inc.	169 44	105950	6-7-15	Dept. of Correction	1,100 00	106244	4-2-15	F. F. Fuhrmann	5 90
106000	7-14-15	Columbia Machine Works and Malleable Iron Co.	71 12	105951	7-16-15	Dept. of Correction	900 00	106245	8-7-15	Felsen Tire Co.	82 21
106001	8-3-15	M. Donohue & Son	25 00	105952	4-21-15	Knickerbocker Supply Co.	924 01	106246	7-22-15	Dieges & Clust	163 88
106002	6-26-15	Wm. E. Kleine & Co.	240 00	105953	12-10-15	Lake City Mfg. & Supply Co.	35 00	106247	5-1-15	S. F. Hayward & Co.	51 00
106003	6-23-15	Wm. E. Kleine & Co.	54 00	105954	7-14-15	Albert Muller	28 80	106248	7-7-15	Chas. Hvass & Co., Inc.	80 00
106004	4-15-15	Wm. E. Kleine & Co.	194 25	105955	7-13-15	J. H. Spanjer & Co.	36 00	106249	7-10-15	Dept. of Correction	1,500 00
106005	6-18-15	Knickerbocker Supply Co.	69 50	105956	5-2-15	J. Newton Van Ness Co.	44 40	106250	7-8-15	Dept. of Correction	1,400 00
105873	6-28-15	M. Hallanan	8 10	105957	4-22-15	Vought & Williams	5 54	106251	7-3-15	Dept. of Correction	1,200 00
105874	7-6-15	Lehn & Fink	5 75	105958	3-25-15	A. F. Bombacher & Co.	6 00	106252	3-3-15	S. F. Bowser & Co.	321 15
105875	6-15-15	Lehn & Fink	2 20	105959	6-3-15	A. F. Bombacher & Co.	1 00	106253	7-13-15	Bobbie Foundry & Mach. Co.	8 93
105876	4-21-15	The Meader Atlas Co.	63 69	105960	6-25-15	A. F. Bombacher & Co.	2 39	106254	5-20-15	Kindling Machinery Co.	593 73
105877	6-10-15	McKesson & Robbins	22 40	105961	6-23-15	A. F. Bombacher & Co.	1 85	106255	7-22-15	Chicago Pneumatic Tool Co.	46 00
105878	7-6-15	James A. Webb & Son	126 98	106245	6-24-15	Cross, Austin & Ireland Lumber Co.	47 68	106256	7-29-15	A. F. Bombacher & Co.	59 69
105879	6-26-15	Robert Gordon & Son, Inc.	50 25	105963	6-24-15	Cross, Austin & Ireland Lumber Co.	94 80	106257	7-27-15	Detroit Cadillac Motor Car Co.	2 00
105880	4-23-15	Robert Gordon & Son, Inc.	133 35	106276	6-23-15	Underwood Typewriter Co., Inc.	1 00	106258	7-21-15	Ford Motor Co.	1 45
105881	7-6-15	Hencken & Willenbrock	17 70	106277	7-29-15	Eng. Bournonville Welding Co.	3 00	106259	7-9-15	Knox Motors Associates	83 00
105882	6-29-15	Thos. W. Woods Sons	290 75	106278	6-16-15	The Maintenance Co.	10 40	106260	1-31-15	Municipal Garage	14 70
105883	5-31-15	Thos. W. Woods Sons	237 00	106279	7-26-15	Gillette Clipping Mach. Co.	8 70	106261	7-8-15	A. F. Bombacher & Co.	50 00
105884	5-31-15	Thos. W. Woods Sons	444 50	106280	7-3-15	A. G. Duggan	46 00	<b>Department of Water Supply, Gas and Electricity.</b>			
105885	7-23-15	A. B. Dick Co.	18 00	106281	6-29-15	M. S. Pugh	43 40	106449	7-1-15	John A. Byrne	79 59
105886	5-29-15	Great Bear Spring Co.	2 40	106282	7-26-15	Brooklyn Ash Removal Co., Inc.	70 00	106450	7-1-15	Robt. J. O'Meara	4 91
105887	4-1-15	Kanouse Mountain Water Co.	3 00	106283	4-10-15	Eugene Dietzgen Co.	50 03	106451	7-29-15	Chas. H. Hull	2 24
105888	1-6-15	Kanouse Mountain Water Co.	2 40	106284	7-17-15	Good Roads Mach. Co.	200 00	106452	7-29-15	Wm. W. Brush	1 40
105889	4-1-15	Kanouse Mountain Water Co.	3 00	106285	7-27-15	Good Roads Mach. Co.	12 50	106453	7-29-15	C. Elmore Smith	28 20
105890	5-31-15	Nicholas Sabino	7 85	106286	7-6-15	Ohman Map Co., Inc.	21 00	106454	7-29-15	Wm. F. Laase	16 50
105891	5-31-15	Municipal Garage	37 09	106287	6-3-15	E. G. Soltmann	13 50	106455	7-29-15	John V. Harte	3 30
105892	7-1-15	St. Nicholas Garage & Taxicab Co.	21 79	106288	6-30-15	Woodhouse Mfg. Co.	388 57	106160	7-15-15	N. Y. Sporting Goods Co.	5 85
105893	6-30-15	Nonpareil Garage Co.	42 00	106289	6-11-15	W. P. Youngs & Bros.	79 38	106161	7-1-15	Knickerbocker Ice Co.	12 40
105894	7-1-15	Prospect Taxi Co., Inc.	38 85	106290	4-9-15	Bradley & Smith	12 60	106162	7-26-15	Keuffel & Esser Co.	1 40
105895	6-22-15	Standard O'I Co. of N. Y.	78 18	106291	8-20-15	Bronx Veterinary Serological Laboratory	12 00	106163	4-6-15	Bloomington Bros.	808 00
105896	5-31-15	Bedford Auto Garage	47 95	106292	2-12-15	Bronx Veterinary Serological Laboratory	6 00	106164	7-6-15	McGraw Publishing Co.	15 00
106006	6-23-15	Wm. E. Kleine & Co.	25 46	106293	5-14-15	Henry R. Asseson	385 00	106165	4-6-15	Topping Brothers	14 87
106007	6-14-15	Wm. E. Kleine & Co.	360 00	106294	6-30-15	Fred. W. Beatty	54 82	106166	8-2-15	A. Chatwin Supply Co.	1 20
106008	1-11-15	Knickerbocker Supply Co.	90 00	106295	6-18-15	A. F. Bombacher & Co.	2 35	106167	7-1-15	Hull, Grippen & Co.	20 00
106009	2-13-15	Knickerbocker Supply Co.	23 90	106296	4-22-15	Eugene Dietzgen Co.	95 74	106168	7-29-15	John F. Esser	9 50
106010	6-12-15	Knickerbocker Supply Co.	40 00	106297	6-29-15	Shamrock Towing Co.	22 50	106169	7-13-15	Roneo Co.	9 00
106011	6-22-15	Knickerbocker Supply Co.	106 25	106298	6-10-15	E. G. Soltmann	28 87	106170	6-25-15	N. Y. Edison Co.	75 00
106012	4-29-15	Kindling Machinery Co.	742 17	106299	5-11-15	E. H. Walsh	4 50	106171	7-1-15	William Nelson	5 40
106013	7-6-15	Lehn & Fink	5 52	106300	8-11-15	James Campbell	37 50	106172	7-16-15	Kipp Wagon Co.	66 65
106014	7-8-15	Lehn & Fink	4 80	106301	6-30-15	Great Bear Spring Co.	6 30	106173	6-23-15	George Allen & Son	770 30
106015	7-6-15	Linen Thread Co.	28 50	106302	6-30-15	A. Metzger	1 34	106174	6-23-15	Michael Bogarty	20 00
106016	6-9-15	Montgomery & Co., Inc.	43 88	106303	1-1-15	N. Y. Law Journal	7 00	106175	5-26-15	J. Livingston & Co.	80 75
106017	6-14-15	Montgomery & Co., Inc.	1 47	106304	5-7-15	J. W. Pratt Co.	3 00	106176	6-9-15	Manhattan Elec. Maintenance Co.	475 00
106018	3-4-15	Montgomery & Co., Inc.	26 36	106305	1-31-15	Henry Romeike, Inc.	20 00	106177	4-6-15	Nathaniel W. Keane	162 50
106019	5-6-15	Sterling Leather Co.	17 45	106306	6-30-15	Municipal Garage	14 73	106178	7-1-15	William J. Daly	91 00
106020	3-6-15	Smith, Worthington Co.	8 00	106307	1-31-15	Municipal Garage	18 72	106179	7-1-15	Michael Cassidy	78 00
106021	7-31-15	Woodhouse Mfg. Co.	125 00	106308	7-1-15	St. Nich. Garage and Taxicab Co.	36 15	106180	7-1-15	Thomas Carey	60 00
106022	6-15-15	Felsen Tire Co.	4 00	10309	6-1-15	St. Nich. Garage and Taxicab Co.	40 24	106181	6-1-15	Thomas F. Cleary	33 00
106023	7-27-15	The Maintenance Co.	46 39	106310	7-17-15	The Pigot Sayre Co.	57 17	106182	6-1-15	Henry Skelton	3 00
106024	6-17-15	Jno. P. Perras	141 30	106262	5-14-15	Manhattan Elec. Supply Co.	25 36	106183	7-1-15	The Tabulating Machine Co.	63 50
106025	7-16-15	Brooklyn Autoradiator Co.	10 75	106263	8-6-15	A. S. Sherwood	6 85	106184	7-1-15	Keuffel & Esser Co.	85 61
106026	5-17-15	General Vehicle Co., Inc.	27 00	106264	7-29-15	Chas. Hvass & Co., Inc.	42 50	106185	7-1-15	Irving Frech	81 00
106027	5-29-15	The Maintenance Co.	33 10					106186	6-22-15	The Haynes Auto Co. of N. Y.	8 35
106028	4-16-15	Knox Motors Co.	27 42					106187	4-6-15	Autocar Sales Co.	64 07
106029	6-1-15	Akron Rubber Tire Co.	130 00					106188	8-14-15	Bureau of Highways	500 00
106030	7-1-15	Akron Rubber Tire Co.	109 50					106189	5-26-15	T. J. Cummins	28 45
106031	7-31-15	Akron Rubber Tire Co.	47 30					106190	5-26-15	M. Lefkowitz	21 00
106032	6-1-15	A. G. Duggan	47 30					106191	4-20-15	M. Rudin	3 90
106033	5-31-15	Municipal Garage	20 00					106192	4-20-15	C. Weisemann	6 78
106034	6-30-15	Municipal Garage	7 33					106193	4-20-15	T. A. Johnston	4 65
106035	6-30-15	Nonpareil Garage Co.	20 00					106194	5-13-15	J. Bloch	4 75
106036	7-1-15	Prospect Taxi Co.	25 00					106195	5-17-15	W. B. Chidwick	14 84
106037	7-1-15	St. Nicholas Garage & Taxi Cab Co.	43 00					106196	6-22-15	W. R. Volckmer	17 96

**Police Department.**

Report for week ended August 14, 1915:  
August 9.

The following proceedings were this day directed by Police Commissioner A. Woods:

The following named persons were appointed Chauffeurs, on probation, in the Police Department of the City of New York, at \$900 per annum, their names appearing on eligible list dated July 28, 1915: George H. Reynolds, Jr., Richard O. Dray.

**Runner License Granted**—Thomas Schneider, 87 Sackman St., Brooklyn, from July 17, 1915, to July 16, 1916; fee, \$12.50; bond, \$300.

The following appointments were ordered: To take effect August 9, 1915: As Probationary Patrolmen, assigned to Training School: James J. Lyons, James F. Smith, John V. Albrecht, Edward H. Stoll, John B. Morrell, Bernard Seidel, Ferdinand J. Chapoy, James F. Hanley, Archie Kenny, Charles A. Hess, John H. Mehrtens, George S. Lane, Charles C. Westervelt, Joseph Blaha, John F. Duffy, John J. Mulligan, Raymond Leida.

The following members of the Force having been tried on charges before a

Deputy Commissioner, fines were imposed as indicated: Patrolmen: Peter F. Smyth, 26th precinct (3 charges, preferred while attached to 35th precinct), June 10, failed to have memorandum book in his possession while on patrol, ½ day. June 10, (1) absent from post, in brewery; (2) failed to obtain permission; (3) failed to make entry, 5 days. June 11, (1) absent from post, in brewery; (2) failed to obtain permission; (3) failed to make entry; (4) failed to have memorandum book in his possession while on patrol, 5 days. William A. Coughlin, 32d precinct, June 12, (1) absent from post; (2) failed to obtain permission; (3) failed to make entry, 3 days. George A. Stoffers, 35th precinct (charges preferred while attached to 32d precinct), December 18, 1914, (1) absent from post, standing in doorway; (2) failed to make entry; (3) failed to obtain permission, 3 days. Ernest R. Lehmann, 37th precinct, June 9, (1) absent from post, in apartment house; (2) failed to obtain permission; (3) failed to make entry, 4 days. Arthur I. Nelson, 37th precinct (2 charges), April 6, absent without leave, 5 days. June 4, answered Sergeant disrespectfully and insolently, 5 days. Alexander B. Cramb, 62d precinct, June 12,

while off duty and in uniform, standing at bar in liquor saloon, 4 days. John J. Scriven, 62d precinct, June 1, improper patrol, loitering at front door of liquor saloon, drinking whiskey from small glass, 8 days. Mathias Caulfield, 65th precinct, June 5, (1) absent from post, walking with patrolman; (2) failed to obtain permission; (3) failed to make entry, ½ day. Thomas B. Fahy, 68th precinct, June 14, standing at side entrance of liquor saloon, drinking amber colored fluid from glass, 8 days. Henry Kuhler, 290th precinct, May 28, failed to remain in view of relieving point, standing with patrolman, 2 days. George Grosberger, 290th precinct, May 28, (1) absent from post without being properly relieved, standing with patrolman; (2) failed to obtain permission; (3) failed to make entry, 2 days.

The following members of the Force having been tried on charges before a Deputy Commissioner, were reprimanded: Patrolmen: Vincent S. Polidori, 2d precinct, March 27, (1) improper patrol; (2) failed to obtain permission. William J. Keating, 4th precinct, March 26, (1) absent from relieving point; (2) failed to obtain permission; (3) failed to make entry. Joseph Kruers, 4th precinct, March

26, (1) absent from relieving point; (2) failed to obtain permission; (3) failed to make entry. Harry H. Rausch, 4th precinct, March 26, (1) absent from post, in an office; (2) failed to obtain permission; (3) failed to make entry; (4) absent from relieving point. Gioacchino Fulco, 29th precinct, March 1, (1) absent from post, coming from milk depot; (2) failed to obtain permission; (3) failed to make entry. Edward D. Maloney, 25th precinct, June 23, (1) absent from post, in a shanty; (2) failed to obtain permission; (3) failed to make entry. Raymond R. Ames, 32d precinct, March 29, (1) absent from post, standing in premises; (2) failed to obtain permission; (3) failed to make entry. Frederick Rauch, 32d precinct, March 17, (1) left post without being properly relieved; (2) failed to obtain permission; (3) failed to make entry. James L. Sullivan, 32d precinct, February 25, (1) absent from fixed post, standing in subway station; (2) failed to obtain permission; (3) failed to make entry. Timothy O'Brien, 36th precinct, March 2, (1) absent from post, standing in premises; (2) failed to obtain permission; (3) failed to make entry. Edward M. Willi, 36th precinct, April 3, (1) absent from post, com-



ing from office; (2) failed to obtain permission; (3) failed to make entry. Arthur I. Nelson, 37th precinct, June 4, absent without leave. William J. McAndrews, 37th precinct, March 2, (1) absent from post, in bootblack parlor; (2) failed to obtain permission; (3) failed to make entry. Thomas J. Hynes, 38th precinct, April 3, (1) absent from post, riding on trolley car; (2) left fixed post without being properly relieved; (3) failed to obtain permission; (4) failed to make entry. Emanuel Kutzer, 38th precinct, April 3, (1) absent from post and relieving point, riding on trolley car; (2) failed to remain on post until properly relieved; (3) failed to obtain permission; (4) failed to make entry. Bartholomew Cavanagh, 39th precinct, March 1, (1) absent from post, seated at table in rear room of liquor saloon eating; (2) failed to make entry; (3) failed to obtain permission. James J. Ellis, 42d precinct (2 charges, preferred while attached to 43d precinct), December 24, 1914, (1) absent from post, standing in lunch room; (2) failed to obtain permission; (3) failed to make entry. December 29, 1914, (1) absent from post, standing in rear room of liquor saloon; (2) failed to obtain permission; (3) failed to make entry. Joseph Pape, 61st precinct, March 29, (1) absent from post; (2) failed to obtain permission; (3) failed to make entry. Robert A. Smith, 66th precinct, May 4, (1) insolent to superior officers; (2) insolent to superior officers. The following member of the Force against whom charges are pending, having submitted his resignation, was dropped from the rolls of the Police Force of the City of New York: Patrolman Arthur I. Nelson, 37th precinct, to take effect 1 p. m., August 7, 1915.

## AUGUST 10.

The following proceedings were this day directed by Police Commissioner A. Woods:

Laurence B. Pearson, 602 West 137th St., Manhattan, was appointed Secretary to the Fifth Deputy Commissioner at \$2,000 per annum.

The above to take effect as of August 9, 1915.

Fred G. Braunlich, of 215 West 23d Street, was under the provisions of paragraph 4, Rule XII. of the Municipal Civil Service Commission, appointed for fifteen days to the position of Stenographer to the Commissioner, with compensation at the rate of \$1,350 per annum, such appointment to date from August 9, 1915, and to be subject to the subsequent approval of the Municipal Civil Service Commission.

Edward F. Farrell, of 226 West 114th St., Manhattan, was appointed Clerk in the Police Department with compensation at the rate of \$900 per annum, the Municipal Civil Service Commission having consented to his transfer from the position of Clerk at \$900 per annum in the Department of Water Supply, Gas and Electricity.

**Granted**—Permission to A. D. S. George H. Griffen, to accept reward of \$50, less the usual deduction for the Police Pension Fund from Frank L. Sullivan, for the arrest and conviction of man charged with burglary and larceny.

The following reinstatement was ordered: To take effect 10 a. m., August 10, 1915: As Patrolman, Fourth Grade: Henry H. Wagner, assigned to 5th precinct.

The following members of the Force having been tried on charges before a Deputy Commissioner, were reprimanded: Patrolmen: Edward F. Ryan, 145th precinct, December 28, 1914, (1) improper patrol; (2) absent from post, coming from premises; (3) failed to obtain permission; (4) failed to make entry. William S. Stokely, 153d precinct, April 8, (1) absent from post, in lunch wagon; (2) failed to obtain permission; 3 failed to make entry. William L. Young, 156th precinct, March 7, (1) absent from post, coming from lunch room; (2) failed to obtain permission; (3) failed to make entry. Edward McEnaney, 161st precinct, March 31, (1) absent from post without being properly relieved; (2) failed to obtain permission; (3) failed to make entry. Joseph H. Boyle, 167th precinct, April 6, failed to promptly proceed to post, in police livery stable. Michael Reilly, 274th precinct (charge preferred while attached to 161st precinct), February 24, (1) absent from post, in an office; (2) failed to obtain permission; (3) failed to make entry. John Hummel, 274th precinct (charge preferred while attached to 156th precinct), March 3, (1) absent from post and precinct, in restaurant; (2) failed to obtain permission; (3) failed to make entry.

The following members of the Force having been tried on charges before a Deputy Commissioner, the charges were dismissed: Sergeant John Scully, 6th precinct, March 12, failed to enforce discipline. Patrolmen: George A. Stoffers, 35th precinct, June 28, failed to signal. Joseph O'Donnell, 148th precinct (charge preferred while attached to 144th pre-

cinct), May 6, improper patrol. Ernest Schrever, 154th precinct, July 2, (1) absent from post, in drug store; (2) failed to make entry; (3) failed to obtain permission. August Scheiber, 160th precinct, June 26, (1) improper patrol; (2) failed to obtain permission; (3) failed to make entry. Albert E. Goss, 278th precinct, May 26, improper language to citizen and pushed him.

## AUGUST 11.

**Runner Licenses Granted**—Thomas F. Ryan, 826 9th Ave., Manhattan, from August 11, 1915, to August 10, 1916; fee, \$12.50; bond, \$300. William J. Anthony, 2789 8th Ave., Manhattan, from July 29, 1915, to July 28, 1916; fee, \$12.50; bond, \$300.

## AUGUST 12.

**Runner License Granted**—David B. Franklin, 219 E. 40th St., Manhattan, from August 15, 1915, to August 14, 1916; fee, \$12.50; bond, \$300.

The following appointment was ordered: To take effect August 11, 1915: As Probationary Patrolman: William J. Cassidy, assigned to Training School.

## AUGUST 13.

The following member of the Force was relieved and dismissed from the Police Force and Service and placed on the roll of the Police Pension Fund and is awarded the following pension: To take effect 12 p. m., August 12, 1915: Patrolman Thomas McCarthy, 66th precinct, on his own application, at \$700 per annum. Appointed February 12, 1885.

LEON G. GODLEY, Acting Police Commissioner.

## Law Department.

July 1st, 1915.

**Hon. JOHN PURROY MITCHEL, Mayor:**

Sir—I have the honor to submit my report of matters relating to Delinquent Jurors in the County of New York for the quarter ending June 30th, 1915, in accordance with the provisions of section 666, chapter 30, of the Consolidated Laws of the State of New York.

Number of persons fined prior to the date of my last report against whom no proceedings were begun prior to said report, such number representing therefor the complaints pending March 31, 1915, 71; number of jurors fined according to the papers transmitted to me by the Commissioner of Jurors during the quarter ending June 30, 1915, such number representing therefor the complaints received during the said quarter, 345; number of persons fined \$250, 1; number of persons fined \$100, 333; number of persons fined \$50, 11; total, 345; total number of complaints subject to this report, 416.

Number of persons proceeded against by me during the quarter, representing therefor the number of complaints upon which proceedings were begun during the said quarter, 94; number of complaints terminated because of the failure of the process servers in the office of the Commissioner of Jurors to effect personal service of the Orders to Show Cause, 139; number of delinquents against whom no proceedings were begun during the quarter, such number representing therefor the complaints pending June 30, 1915, 183; total, 416.

Number of proceedings pending March 31, 1915, 6; number of proceedings begun during quarter ending June 30, 1915, 94; total number of actions subject to this report, 100.

Number of proceedings wherein, respectively, an order for the enforcement of the fine in whole or in part, was made, 2; number of proceedings wherein, respectively, an order for the enforcement of a fine in the sum of \$100 with the sum of \$10 costs was made, 2; number of proceedings wherein, respectively, the fine was remitted by the Court, 96; number of proceedings wherein, respectively, a fine of \$250 was remitted, 1; number of proceedings wherein, respectively, a fine of \$100 was remitted, 77; number of proceedings wherein, respectively, a fine of \$50 was remitted, 18; total, 96; number of proceedings pending June 30, 1915, 2.

No money was collected in Delinquent Juror proceedings during the quarter ending June 30th, 1915.

Respectfully submitted, LOUIS H. HAHLO, Acting Corporation Counsel.

## Borough of The Bronx.

Bureau of Buildings.

**Report for week ending August 14, 1915.** Plans filed for new buildings, 12; estimated cost, 284,550; plans filed for alterations, 12; estimated cost, 7,800; unsafe cases filed, 14; violation cases filed, 94; unsafe notices issued, 24; violation notices issued, 116; complaints lodged with the Bureau, 30; number of pieces of iron and steel inspected, 815.

ROBERT J. MOOREHEAD, Superintendent.

## METEOROLOGICAL OBSERVATORY OF THE DEPARTMENT OF PARKS.

Abstract of Registers from Self-Recording Instruments for the Week Ending August 14, 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.

## Barometer.

Date.	7 a.m.	2 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.
Sunday,	8 71.29.91	85.29.85	70.29.84	29.87	70.29.92	12.30 a.m. 80.29.80
Monday,	9 69.29.82	84.29.77	74.29.77	29.79	72.29.85	8.30 a.m. 78.29.74
Tuesday,	10 68.29.81	80.29.81	73.29.84	29.82	70.29.88	12 p.m. 68.29.77
Wednesday,	11 68.29.93	82.29.92	73.29.92	29.92	71.29.94	12 p.m. 70.29.88
Thursday,	12 71.29.94	77.29.92	72.29.85	29.90	75.29.97	8.35 a.m. 74.29.81
Friday,	13 74.29.84	88.29.80	86.29.82	29.82	81.29.88	9.45 a.m. 88.29.79
Saturday,	14 73.29.89	86.29.88	80.29.90	29.89	77.29.93	12 p.m. 77.29.83
Mean for the week.....						29.86 inches
Maximum for the week at 8.35 a. m. August 12th.....						29.97 inches
Minimum for the week at 6.05 p. m. August 9th.....						29.74 inches
Range for the week.....						0.23 inch

## Thermometers.

Date.	7 a.m.	2 p.m.	9 p.m.	Mean.	Maximum.	Minimum.
August.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.
Sunday,	8 71.66	85.73	70.67	75.69	87.11.50	75.1 p.m. 67.5.45
Monday,	9 69.66	84.72	74.66	76.68	85.3.55	72.3.55
Tuesday,	10 68.62	80.67	73.65	74.64	83.4 p.m. 69.4 p.m.	68.2.45
Wednesday,	11 68.62	82.69	73.67	74.66	85.3.15	70.3.15
Thursday,	12 71.67	77.69	72.68	73.68	78.2.15	71.8 p.m. 66.3.50
Friday,	13 74.70	88.76	80.71	81.72	89.4 p.m. 76.4 p.m.	71.5.30
Saturday,	14 73.67	86.73	80.72	80.71	87.3.55	75.1.50
Mean for the week.....						76.1 degrees
Maximum for the week at 4 p. m. August 13th.....						89 degrees at 4 p. m. Aug. 13.
Minimum for the week at 5.15 a. m. August 10th.....						65 degrees at 5.15 a. m. Aug. 10
Range for the week.....						24 degrees

## Wind.

Mean for the week.....	76.1 degrees	68.3 degrees
Maximum for the week at 4 p. m. August 13th....	89 degrees at 4 p. m. Aug. 13.	76 degrees
Minimum for the week at 5.15 a. m. August 10th..	65 degrees at 5.15 a. m. Aug. 10	61 degrees
Range for the week.....	24 degrees	15 degrees

Wind.													
Velocity in Miles.													
Date. August.	Direction.			Dis- tance				Force in Pounds per Square Foot.					
	7 a.m.	2 p.m.	9 p.m.	9 p.m. 7 a.m.	7 a.m. to 2 p.m.	2 p.m. to 9 p.m.	9 p.m. to 7 a.m.	7 a.m.	2 p.m.	9 p.m.	Max.	Time.	
Sunday,	8	S	S	E	33	31	36	93	0	1 1/4	0	3 1/2	4.40 p. m.
Monday,	9	SW	SW	W	45	40	35	121	0	1 1/4	0	3	2.40 p. m.
Tuesday,	10	NW	NW	W	32	54	32	117	0	1/2	0	1 1/2	10.10 a. m.
Wednesday,	11	NW	N	S	33	32	34	103	1/4	1/4	1/4	0	5.45 p. m.
Thursday,	12	E	SE	SE	26	48	44	124	0	3/4	2	2 1/4	9.55 p. m.
Friday,	13	W	SW	W	52	40	55	143	0	1	1 1/4	2	3.35 p. m.
Saturday,	14	W	NW	W	49	46	31	122	1/4	1/2	0	1/2	1.35 p. m.
Distance traveled during the week.....								823 miles					
Maximum force during the week.....								3 1/2 pounds					

## Hygrometer.

Date.	Force of Vapor.	Relative Humidity.	Clear.	0	Overcast.	10
August.	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.	7 a.m. 2 p.m. 9 p.m.	7 a.m. 2 p.m. 9 p.m.	7 a.m. 2 p.m. 9 p.m.
Sunday,	8 .575 .684 .616 .625	75 56 84	73 1 Ci. St. Cu. }	2 Cu. }	3 A. Cu. }	6 St. }
Monday,	9 .595 .638 .555 .596	84 54 66	68 10 St. Cu. }	2 Cu. }	8 St. }	8 St. }
Tuesday,	10 .452 .517 .517 .505	71 51 66	63 Few Cu. }	2 Ci. 3 Cu. }	3 A. St. }	3 A. St. }
Wednesday,	11 .482 .555 .595 .544	74 50 73	66 1 Ci. }	4 Cu. }	9 A. St. }	9 A. St. }
Thursday,	12 .616 .616 .616 .616	82 67 84	78 2 St. Cu. }	5 Cu. }	9 St. Cu. }	10 Nb. }
Friday,	13 .684 .757 .661 .701	83 56 65	68 Lt. fog }	4 Cu. }	1 A. St. }	1 A. St. }
Saturday,	14 .595 .661 .684 .647	74 54 67	65 0 Lt. fog }	4 St. Cu. }	4 A. St. }	4 A. St. }

## Rain and Snow.

Date.	Time of Beginning.	Time of Ending.	Duration.	Amount of Water.	Depth of Snow.
August.	Time of Beginning.	Time of Ending.	Duration.	Amount of Water.	Depth of Snow.
Sunday,	8 About 1.00 a. m. 4.05 p. m.	About 2.00 a. m. 4.50 p. m.	1 h. 0 m. } 0 h. 45 m. }	.21 in. }	.....
Monday,	9 About 1.00 a. m. 5.00 p. m.	About 2.30 a. m. 5.10 p. m.	1 h. 30 m. } 0 h. 10 m. }	.06 in. }	.....
Tuesday,	10 .....	.....	.....	.....	.....
Wednesday,	11 .....	.....	.....	.....	.....
Thursday,	12 6.10 p. m. 10.10 p. m.	.....	4 h. 0 m. }	.35 in. }	.....
Friday,	13 .....	.....	.....	.....	.....
Saturday,	14 .....	.....	.....	.....	.....
Total amount of water for the week.....			.....	0.62 inch	.....
Duration for the week.....			.....	7 hours, 25 minutes	.....

## Changes in Departments, Etc.

REGISTER'S OFFICE, NEW YORK COUNTY.

**Appointed**—Louis Abramowitz, 4415 13th Avenue, Brooklyn, Verifier, Reindexing Department, at \$1,000 per annum, August 19.

**BOARD OF WATER SUPPLY.**  
**Appointed**—Frank J. Thoneman, Napanoeh, N. Y., Gage Keeper at \$10 per month, July 1.

**DEPARTMENT OF PARKS.**  
**Manhattan and Richmond.**

**Appointed**—Gardeners at \$2.50, July 28, William H. Meyer, 3272 Deyo Street, Glendale, L. I. (for an additional period of 15 days), August 17, Bartholomew Cronin, 2642 Eighth Avenue, August 12, Cleaner (for a period not to exceed 30 days), at \$1.50 per day: Charlotte Forrester, 59 Cherry Street; Mary Morris, 336 Pearl Street.

**Appointed**—August 14, Playground and Gymnasium Attendants, Female (for period not to exceed forty (40) days), at \$2 per day: Phyllis Perlman, 949 St. Johns Ave., Bronx; Genevieve McGuin-

ness, 720 W. 180th St.; Laura M. Gretsche, 167 Warwick St., Brooklyn; Bessie N. MacDonald, 133 Richmond Ave., Pt. Richmond, S. I.; Lynette Goldberg, 137 W. 112th St.; Augusta V. Goldberg, 36 Market St.; Augusta Rosenfeld, 1526 43d St., Brooklyn; Beatrice F. Levy, 547 W. 157th St.; Gertrude Salwen, 1526 43d St., Brooklyn; Louise L. Wardell, 268 W. 131st St.; Lily Bayern, 7 Glendale Pl., Brooklyn; Winifred E. Salmon, 415 Ft. Washington Ave.; Marjorie A. Wrynn, 4 Agate Court, Brooklyn; Ella Rosenblum, 27 Orchard St.; Rena I. Kronenberg, 1459 Sterling Pl.; Pauline Kacyka, 128 Heyward St., Brooklyn; Lillian M. Chambers, 860 Bronx Park S.; Edith L. Menzer, 156 Manhattan Ave.; Margaret M. Heagney, 333 W. 47th St.; Bertha Frank, 501 W. 110th St.; Miriam Fialkoff, 48 Hester St.; Irene R. Langer, 163 E. 87th St.; May D. Amico, 1328 Fulton St., Brooklyn; Rose Block, 1935 Clinton Ave., Bronx; Rose Sher, 386 Madison St.; Frances L. Devany, 563 West 169th St.; Theresa Koopersmith, 405 Claremont Parkway; Mary H. Casey, 434 E. 157th St., Bronx; Anna C. Moran, 1314 51st St., Brooklyn; Jeanette Sternfeld, 242 Rutledge St.



Brooklyn; Etta Jacobs, 218 Henry St.; Mary De S. Meade, 114 E. 117th St.

**Temporary Employment Continued**—August 18 (for an additional period of 15 days), Ada Blanche Williams, 765 Monroe Street, Brooklyn, N. Y., School Farm Attendant, at \$3 per day.

**Services Ceased**—August 14, Playground Attendants at \$2.00 per day: Elizabeth M. Blackburn, 141 Fourth Avenue, New Brighton, S. I.; Mary Breithaupt, 425 West 57th Street; Fannie F. Butler, 943 Summit Ave., Bronx; Mary H. Casey, 434 East 157th Street; Margaret Clancey, 526 West 47th Street; Mina Diehl, 45 Charles Street; Helen T. Dillon, 4031 Park Avenue, Bronx; Margaret

Flynn, 445 West 47th Street; Margaret Heagney, 332 West 47th Street; Ethel M. Hutchison, 498 West 158th Street; Lillian B. Koch, 1098 Woodcrest Avenue, Bronx; Loretta A. Lee, 509 West 47th Street; Nellie Leonard, 173 Third Avenue, L. I. City; Margaret A. McCauley, 457 West 164th Street; Katherine McDermott, 419 West 24th Street; Kathryn M. McEvoy, 2451 Glebe Ave., Westchester, N. Y.; Margaret A. McKenna, 556 West 186th Street; Mary O'Connor, 402 West 51st Street; Ella N. Plunkett, 432 West 47th Street; Agnes M. Ryan, 1888 Arthur Avenue, Bronx.

**Died**—Catherine E. McConnell, Playground and Gymnasium Attendant, at \$3 per day, 505 East 179th Street.

### Borough of Richmond.

Report for Week Ended July 31, 1915.

**Public Monies Received**—Restoring and Repaving, Special Fund (fees), \$178.68; Sewer Inspection and Repair, Special Fund (fees), \$45. special security deposits (materials on streets, etc.), \$10. Total, \$231.68.

**Permits Issued**—Permits to open street pavement for all purposes, 35; permits to place building materials on streets, 2; permits, special and miscellaneous, 11. Total, 48.

**Requisitions Drawn on Comptroller**—Payroll vouchers, \$12,697.60; contract vouchers, \$5,378.45; open market order vouchers, \$558.96. Total, \$18,635.01.

### Laboring Force Employed.

(Eight Hours Constitute One Working Day.)

	Bureau of Highways.		Bureau of Sewers.		Bureau of Street Cleaning.		Bureau of Public Buildings and Offices.		Bureau of Engineering.		Total.	
	No.	Days.	No.	Days.	No.	Days.	No.	Days.	No.	Days.	No.	Days.
Foremen	24	144	3	21	11	77	1	6	4	24	43	272
Assistant Foremen	132	785½	3	18	45	299½	14	87	17	98½	211	1,288½
Carters	16	96			9	63					16	96
Carts (Hired)	32	189			53	363	1	6	5	29½	32	189
Drivers			3	18	95	636					62	416½
Sweepers					10	70					95	650
Hoslers											10	70
Steam Roller Engine-men	4	24									4	24
Auto Enginemen			1	7					2	14	4	28
Sewer Cleaners			15	83½							15	83½
Janitors							4	28			4	28
Janitress							1	7			1	7
Female Cleaners							6	42			6	42
Mechanics					1	7	4	22			5	29
Stationary Enginemen					2	14	2	14			4	28
Stokers					3	21	4	28			7	49
Elevatormen							2	14			2	14
Total	208	1,238½	25	147½	231	1,584½	39	254	28	166	531	3,390½

### Changes in Working Force.

**Elected**—President of Borough at \$5,000 per annum, July 29, 1915, Calvin D. Van Name, Mariners Harbor.

### Work Done.

**Bureau of Highways**—Repairing and maintaining roadways, curbs, gutters, bridges, crosswalks, culverts, ditches, etc.

**Bureau of Sewers**—Cleaning, examining and repairing sewers, basins, manholes, flush tanks, culverts, drains, etc., and miscellaneous work.

**Bureau of Street Cleaning**—Street sweeping, refuse collection, final disposition, clearing gutters, light macadam re-

pairs, weeding gutters and miscellaneous.

**Bureau of Public Buildings and Offices**—Care and maintenance of Borough Hall, Village Halls at New Brighton and Stapleton, County Court House and Jail, County Clerk's Office, Coroner's Office, Special Sessions Court Room and Public Offices in Borough of Richmond.

**Bureau of Engineering**—Surveys, plans, design and construction of sewers, highways, curbs, gutters, sidewalks, etc.; also topographical survey and map of the borough; miscellaneous surveying, maps, etc.

CALVIN D. VAN NAME, President.



## 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.  
P. J. Scully, Clerk.  
**President of the Board of Aldermen.**  
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 APPORTIONMENT.**  
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.

Brooklyn—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. Elstein, Receiver of Taxes.

**Collector of Assessments and Arrears.**  
Manhattan—Municipal Building, 3d floor. Telephone, 1200 Worth.

Brooklyn—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.

Brooklyn, 3731 Third ave. Telephone, Flatbush ave., Willoughby 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, 3400 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 39th 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.

Secretary.

**DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.**  
Municipal Building, 23d, 24th and 25th floors.

Telephones: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.

Brooklyn, Municipal Building, Brooklyn.

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

William Williams, Commissioner.

**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.



## 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 5 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. Crosey, District Attorney.

## COMMISSIONER OF JUDGES.

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.

## SURROGATE.

Hall of Records, Brooklyn. Court opens at 10 a. m. Telephone, 3954 Main.

Hebert T. Ketcham, Surrogate.

John H. McCooley, 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 JUDGES.

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.

## SURROGATE.

161st st. and 3d ave. Telephone, 9266 Melrose.

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.

Dennis O'Leary, District Attorney.

## COMMISSIONER OF JUDGES.

County Court House, Long Island City. Telephone, 963 Hunters Point.

Thorndyke C. McKenney, 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.

## SURROGATE.

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 SURROGATE.

Trial Terms, with Grand and Trial Jury, second Monday of March, first Monday of October.

Trial Terms, with Trial Jury only, first Monday of May, first Monday of December.

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

Surrogate's Court.

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

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 JUDGES.

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 st.

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 aves.

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 R. 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. Telephone, 3907 Sunset.

Fifth District—5220 Third ave. Telephone, 6166 Main.

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, 1832 Stuyvesant.

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 Ollendorf, 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 Wagstaff, Clerk.

Second Judicial Department.

Borough Hall, Brooklyn. Court meets from 2 p. m. to 5 p. m., excepting that on Friday's 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. DeBragga, 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. 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 HAAG, Secretary.

Commissioners of Sinking Fund.

The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesday, at 11 a. m., at call of the Mayor. JOHN KORB, JR., Secretary.

Board of Revision of Assessments.

The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every 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



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,s1

## DEPARTMENT OF STREET CLEANING.

### Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at Room 1244, Municipal Building, Manhattan, until 12 o'clock noon on

**TUESDAY, SEPTEMBER 7, 1915.**  
Boroughs of Manhattan, The Bronx and Brooklyn.

FOR FURNISHING AND DELIVERING SCRAPER STEEL.

The time allowed for the performance of the contract is 30 days.

The amount of security required is 30% of the amount of the bid or estimate.

Bids must be submitted in duplicate in separate envelopes.

The bidder will state the price of each item or article contained in the schedule, per pound, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total, and awards made to the lowest bidder.

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

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan.

J. T. FETHERSTON, Commissioner.

Dated August 23, 1915. a25,s7

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

## FIRE DEPARTMENT.

### Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at his office, eleventh floor, Municipal Building, Manhattan, until 10:30 o'clock a. m., on

**TUESDAY, SEPTEMBER 7, 1915.**  
FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED TO PAINT AND REPAIR FIREBOATS (THREE ITEMS).

The time for the completion of the work and the full performance of the contract is as follows:

Item No. 1—28 working days from the date of order.

Item No. 2—6 working days from date of order.

Item No. 3—8 working days from date of order.

The amount of security required is Fifty per cent. (50%) of the amount of the bid or estimate.

Bids will be compared and the contract awarded at a lump or aggregate sum for each item.

Blank forms and further information may be obtained at the office of the Fire Department, eleventh floor, Municipal Building, Manhattan.

W. HOLDEN WEEKS, Deputy and Acting Fire Commissioner.

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

SEALED BIDS OR ESTIMATES WILL BE received by the Fire Commissioner at eleventh floor, Municipal Building, Manhattan, until 10:30 o'clock A. M., on

**TUESDAY, SEPTEMBER 7, 1915.**  
FOR FURNISHING FOUR (4) MOTOR-DRIVEN FUEL WAGONS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is Ninety (90) days.

The amount of security required is Fifty per cent. (50%) of the amount of the bid or estimate.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per wagon or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total. The bids will be compared and the contract awarded at a lump or aggregate sum.

Bids for supplies must be submitted in duplicate.

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

Blank forms and further information may be obtained at the office of the Fire Department, eleventh floor, Municipal Building, Manhattan.

W. HOLDEN WEEKS, Deputy and Acting Fire Commissioner.

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

**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 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.**

**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.

**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, SEPTEMBER 7, 1915.**  
CONTRACT NO. 1478.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING AND DELIVERING COAL.

The time for the completion of the work and the full performance of the contract is on or before the expiration of ninety (90) calendar days.

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

The security deposit to accompany bid shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

Awards, if made, will be made in each item to the bidder whose price is the lowest for furnishing all of the coal called for in the item and whose bid is regular in all respects.

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 said Department.

CHARLES J. FARLEY, Second Deputy and Acting Commissioner of Docks.

Dated August 23rd, 1915. a25,s7

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

**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

**WEDNESDAY, AUGUST 26, 1915, TO THURSDAY, SEPTEMBER 9, 1915,**

for the position of

**AUTOMOBILE ENGINEER (MALE).**

No applications delivered at the office of the Commission, by mail or otherwise, after 4 P. M.

**THURSDAY, SEPTEMBER 9, 1915,** will be accepted. Application blanks will be mailed upon request provided a self-addressed stamped envelope or proper postage is enclosed with the request, but the Commission will not guarantee the delivery of the same. 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, 7; Technical, 3; 75% will be required on the technical and 70% on experience.

Applications for this examination must be filed on a special blank, Form B. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications. The experience will then be rated. A physical examination will precede the mental.

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

Candidates must show at least three years of continued service as chauffeur or as a demonstrator or auto salesman or its equivalent.

Candidates will be tested on their knowledge of the mechanism of the gasoline motor, the operation and repair of the car.

The time and place of holding the mental and physical examinations will be announced later.

The minimum age is 21 years. There are several vacancies. The usual salaries are between \$900 and \$1,200 per annum.

a25,s7 ROBERT W. BELCHER, Secretary.

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 asphalt with sufficient knowledge of qualitative and quantitative analysis to make the usual laboratory tests of asphalt.

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

a24,s8

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 25, 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 must be filed 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 subject and 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.

a11,25 R. W. BELCHER, Secretary.

**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 not 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 Registered 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. jy29,s1

**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.

**TWENTY-FOURTH WARD, SECTION 15.**  
WHITE PLAINS ROAD—REGULATING, GRADING, CURBING AND FLAGGING, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES and GRECINO FENCE 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 were 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, 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.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 12, 1915. a19,30

**NOTICE TO PROPERTY OWNERS.**

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

**THIRTIETH WARD, SECTION 17.**  
SEWERS IN SIXTY-FIRST STREET, between Sixteenth and Seventeenth avenues; SIXTY-SECOND STREET, between Fifteenth and Seventeenth avenues; SIXTY-THIRD STREET, between Fifteenth and Seventeenth avenues; SIXTY-SIXTH STREET, between Fifteenth and Seventeenth avenues; SIXTY-SEVENTH STREET, between New Utrecht and Sixteenth avenues; and SIXTEENTH AVENUE, from Sixty-sixth street to Sixtieth street. Area of assessment affects property in Blocks Nos. 5516, 5517, 5523, 5524, 5530, 5531, 5537, 5538, 5544, 5545, 5551, 5552, 5558, 5559 and 5566.

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 must be filed 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 subject and 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.

a11,25 R. W. BELCHER, Secretary.

**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 not 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 Registered 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. jy29,s1

**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.

**TWENTY-FOURTH WARD, SECTION 15.**  
WHITE PLAINS ROAD—REGULATING, GRADING, CURBING AND FLAGGING, FLAGGING SIDEWALKS, LAYING CROSSWALKS, BUILDING APPROACHES and GRECINO FENCE 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 were 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, 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



be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides \* \* \* "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau 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

#### 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 11.**  
FORDHAM ROAD—REGULATING, GRADING, REGRADING, SETTING AND RESETTLEMENT OF CURBSTONES, FLAGGING AND REFLAGGING SIDEWALKS, LAYING AND REPLACING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from Harlem River terrace to Webster avenue, Area of assessment: Both sides of Fordham road, from Harlem River terrace to Webster avenue, including property in Blocks Nos. 3023, 3026, 3148, 3153, 3154, 3166, 3167, 3173, 3174, 3184, 3188, 3189, 3199, 3200, 3203, 3209, 3212, 3213, 3218, 3219, 3225, 3226, 3232 to 3236, 3275, 3286 to 3293.

—that the same was confirmed by the Board of Assessors on August 10, 1915, and entered August 10, 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, 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 of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont ayes, 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 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 assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.  
City of New York, Department of Finance,  
Comptroller's Office, August 10, 1915. a14,25

#### Corporation Sale of Privileges.

**CORPORATION SALE BY SEALED BIDS OF THE PRIVILEGE TO MAINTAIN A BOOT-BLACK STAND IN THE COUNTY COURT HOUSE IN THE BOROUGH OF THE BRONX.**

SEALED BIDS FOR THE PRIVILEGE TO maintain a Bootblack 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 bootblack 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.

W. M. 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.

WILLIAM A. PRENDERGAST, Comptroller.

#### Corporation Sale 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 building 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 inclosed 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."**

W. M. 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,** 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 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 inclosed 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."**

W. M. 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.

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.

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

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

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

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

All bids must be inclosed in properly sealed en-

velopes, 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."**

W. M. 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 inclosed 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."**

W. M. 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.

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 25, 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. a9,23

#### Sales of Tax Liens.

**Notice of Sale of Tax Liens of the City of New York, for Unpaid Taxes, Water Rents and Assessments for Local Improvements upon Lands and Tenements within that part of the City of New York now known and described as the Borough of Manhattan, Affecting Property as shown on the Tax Map of said City for said Borough of Manhattan, and also for Unpaid Taxes on the Real Estate of Corporations and Taxes on the Special Franchises of Corporations Affecting Property of certain Corporations and Individuals within the said Borough of Manhattan.**

THE CITY OF NEW YORK, DEPARTMENT OF FINANCE, BUREAU FOR THE COLLECTION OF ASSESSMENTS AND ARREARS OF TAXES AND ASSESSMENTS, MUNICIPAL BUILDING, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

Under the direction of Hon. William A. Prendergast, Comptroller of the City of New York, I, Daniel Moynahan, Collector of Assessments and Arrears, hereby give public notice, pursuant to the provisions of Chapter 17, Title 5 of the Greater New York Charter:

That the respective owners of the lands and tenements in the Borough of Manhattan, in the City of New York, as said lands and tenements are shown upon the Tax Map of said City for said Borough, on which any taxes or any assessments for local improvements have been imposed and become a lien and have remained unpaid for three years since the same were due and payable, or on which any water rent has been imposed and become a lien and has remained due and unpaid for four years since the same was due and payable, and also corporations and individuals as owners of certain lands or certain special franchises within the Borough of Manhattan on which taxes on the real estate of corporations, or taxes on the special franchises of corporations have been imposed and become a lien and have remained unpaid for three years since the same were due and payable, are required to pay the amount of said taxes, assessments and water rents, together with all unpaid taxes, water rents and assessments affecting such lands and tenements which became a lien and were due and payable prior to March fifteenth, nineteen hundred and fifteen (the taxes, water rents and assessments for local improvements required to be paid, thus comprising all unpaid taxes and water rents affecting said properties contained in assessment rolls down to and including the assessment roll of the City of New York for the year nineteen hundred and fourteen and all assessments for local improvements affecting said properties confirmed and entered up to March fifth, nineteen hundred and fifteen, inclusive) with all penalties thereon remaining unpaid, together with the interest thereon at the rate provided by law from the time the same became liens so as to be due and payable to the date of payment and the charges of this notice and advertisement to the Collector of Assessments and Arrears, at his office on the third floor of the Municipal Building, situate at Centre Street, Duane Street and Park Row, Borough of Manhattan, in the City of New York.

And notice is hereby given that if default be made in such payment the lien of the City of New York upon any of said lands and tenements for any tax, assessment or water rent which became a lien so as to be due and payable before March fifteenth, nineteen hundred and fifteen, will be sold at Public Auction in Room 512, Fifth Floor, Municipal Building, Borough of Manhattan, in the City of New York, on

**THURSDAY, AUGUST 26, 1915,**

at two o'clock in the afternoon of that day, for the lowest rate of interest, not exceeding twelve per centum per annum, at which any person or persons shall offer to take the same in consideration of advancing the said taxes, water rents and assessments and penalties, as the case may be, and interest thereon as aforesaid to the time of sale, the charges of notice and advertisement and all other costs and charges accrued thereon; and that such sale will be continued from time to time until all said liens for taxes, water rents and assessments for local improvements so advertised for sale affecting such lands and tenements shall be sold.

The transfer of tax lien to be executed and delivered to the purchaser thereof pursuant to the terms of said sale shall be subject to the lien for and the right of the City of New York to collect and receive all taxes, water rents and assessments for local improvements and penalties and interest thereon which accrued and became a lien, or which shall accrue and become a lien upon said premises so as to be due and payable on and after the date stated in the first advertisement of said sale as stated herein, namely, the fifteenth day of March, nineteen hundred and fifteen (i. e., the lien for and right of the City of New York to collect and receive all taxes and water rents, included in the assessment rolls of the City of New York for the years subsequent to nineteen hundred and fourteen, and assessments for local improvements entered subsequent to March fifth, nineteen hundred and fifteen).

Notice is hereby further given that a particular and detailed statement of the property affected showing section or ward, block and lot number thereof as the same may be on the Tax Map of the City of New York for the Borough of Manhattan and the tax liens thereon which are to be sold, is published in a pamphlet and that copies thereof are deposited in the office of the Collector of Assessments and Arrears in the Borough of Manhattan and will be delivered to any person applying for the same.

DANIEL MOYNAHAN, Collector of Assessments and Arrears of the City of New York.  
Dated, New York, May 5, 1915.

This notice applies to arrears as of March 15, 1915.

m5,12,19,26,j2,9,16,23,30,j7,14,21,28,a4,11,18,25

#### 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,s15

#### 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,n1

#### 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,

#### 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,o5

#### 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,s1

#### 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.

24 Lin. Ft. 10-inch cast iron pipe (57 Lbs. per Lin. Ft.), furnished and laid.

4,100 Lin. Ft. of fence, as shown on plan, furnished and placed.

110 Cu. Yds. rip-rap, as shown on plan, furnished and placed.

11,000 Cu. Yds. fill for sewer embankment.

50 Cu. Yds. mud, excavated and removed.

200 Cu. Yds. Class A Concrete, not shown on plan.

3,000 Pounds of reinforcing steel, not shown on plan.

The time allowed for completing the above work will be three hundred (300) working days.

The amount of security required will be Sixty-three Thousand (\$63,000.00) Dollars.

**NO. 2: FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN RUST STREET FROM CLARK AVENUE TO GRAND STREET, AND IN GRAND STREET FROM RUST STREET TO CLERMONT AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.**

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

1,931 Lin. Ft. 7' 6" x 7' 0" Reinforced concrete sewer.

238 Lin. Ft. 3' 6" Circular concrete sewer.

643 Lin. Ft. 3' 0" Circular concrete sewer.

107 Lin. Ft. 18-inch Vitrified salt-glazed pipe sewer.

24 Lin. Ft. 15-inch Vitrified salt-glazed pipe sewer.

1,083 Lin. Ft. 12-inch Vitrified salt-glazed pipe sewer.

28 Manholes, complete.

1 Cleaning shaft, complete.

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,s1 MAURICE E. CONNOLLY, President.  
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."

#### 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:

804 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 Concrete sewer, 3 feet 3 inches in diameter.

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

40 linear feet of Vitrified Pipe Sewer, 15-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 CURBSTONES, FLAGGING SIDEWALKS, LAYING 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.  
24,700 square feet of Concrete Sidewalk (including maintenance for one year).

2,950 square feet of New Bridgestone.  
300 cubic yards of Dry Rubble Masonry.  
5 cubic yards of Class B Concrete.  
150 linear feet of Vitrified Pipe, 12 inches in diameter.

650 linear feet of Vitrified Pipe, 15 inches in diameter.  
2,000 feet (B. M.) of Timber.  
1,100 linear feet of Guard Rail.

7 Manholes.  
3 Receiving Basins, Type B.  
97 Spurs for House Connections.

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 Fourteen Thousand (\$14,000) Dollars.

NO. 7. FOR REGULATING, GRADING, SETTING CURB, LAYING SIDEWALKS AND CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES WHERE NECESSARY IN EAST 21ST STREET, FROM WHITE PLAINS ROAD TO PAULDING AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

4,000 cubic yards of Earth Excavation.  
7,500 cubic yards of Rock Excavation.  
15,000 cubic yards of Filling.

4,770 linear feet of New Curb.  
21,840 square feet of Concrete Sidewalk (including maintenance for one year).

1,250 square feet of New Bridgestone.  
440 cubic yards of Dry Rubble Masonry.  
25 cubic yards of Class A Concrete.

20 linear feet of Vitrified Pipe, 12 inches in diameter.  
2,000 feet (B. M.) of Timber.

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 Basin, 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 1½-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, Dept. of Correction, Fire Department, 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 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 (1½) 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 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. BRANNAN, M. D., President.**

**DEPARTMENT OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.**

**FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.**

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

**DEPARTMENT OF WATER SUPPLY, GAS & 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.

## 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 cu. 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, 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 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.

320 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, 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 HALEM 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 Concrete.

1,000 Square 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 164TH 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.

NO. 8. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON A CONCRETE FOUNDATION THE ROADWAY OF 164TH 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.



permanences; 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 grating, 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:

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 estimate 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."

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 St., Borough of Manhattan, until 11 A. M., on

TUESDAY, SEPTEMBER 7, 1915.

FOR FURNISHING AND DELIVERING DIRECT SUPPLIES FOR HIGH, TRADE AND VOCATIONAL SCHOOLS, DEPARTMENT OF EDUCATION, THE CITY OF NEW YORK.

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

The amount of security required is thirty per cent. (30%) of the amount of the contract.

The bidder will state the price of each item or items contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder on each item or items whose sample is equal to the sample referred to by catalogue number. The said reference is made only as a means of briefly describing the article called for.

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

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

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

PATRICK JONES, Superintendent of School Supplies.

Dated August 25, 1915. a25,s7

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

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies at the office of the Department of Education, Park Ave. and 59th St., Manhattan, until 11 A. M., on

TUESDAY, SEPTEMBER 7, 1915.

Borough of Manhattan.

NO. 1. FOR REMOVAL OF STREET ENCROACHMENTS, ETC., AT PUBLIC SCHOOL 26, NO. 124 WEST 30TH ST., AND PUBLIC SCHOOL 48, NO. 124 WEST 28TH ST., BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be forty (40) working days, as provided in the contract.

The amount of security required is as follows: Public School 26, \$800; Public School, 48, \$800.

The deposit accompanying the bid on each school shall be five per centum of the amount of security.

A separate proposal must be submitted for each school, and award will be made thereon.

NO. 2. FOR COMPLETING AND FINISHING ALTERATIONS AND REPAIRS TO HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOLS 33 AND 107, BOROUGH OF MANHATTAN, IN ACCORDANCE WITH THE ORIGINAL PLANS AND SPECIFICATIONS OF CONTRACT AWARDED TO GRIMSHAW & STURGES, INC., WHICH HAS BEEN DECLARED ABANDONED.

The time allowed to complete the whole work in each school will be twenty (20) working days, as provided in the contract. The amount of security required is as follows:

P. S. 33, \$1,100; P. S. 107, \$1,000.

The work in question is for the completion of said abandoned contract.

The attention of bidders is expressly called to the typewritten addenda which has been inserted in the original specifications.

The quantities of work to be done and materials to be furnished are the balance of the work, together with corrections enumerated in the addenda.

Bidders must examine the abandoned work before making an estimate, and must examine the typewritten addenda and the original specifications.

Bids will be compared and the contracts will be awarded to the lowest bidders.

Borough of the Bronx.

NO. 3. FOR ITEM I, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM II, INSTALLING TEMPERATURE REGULATION IN NEW P. S. 54, ON THE WESTERLY SIDE OF INTERVALE AVE., BETWEEN CHISHOLM AND FREEMAN STS., BOROUGH OF THE BRONX.

The time allowed to complete the whole work on each item will be 200 working days, as provided in the contract.

The amount of security required is as follows: Item I, \$30,000; Item II, \$3,000.

The deposit accompanying the bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

NO. 4. FOR COMPLETING AND FINISHING ALTERATIONS AND REPAIRS TO HEATING AND VENTILATING APPARATUS IN PUBLIC SCHOOL 47, RANDOLPH ST. LAWRENCE AND HAMMOND AVES., BOROUGH OF THE BRONX.

In accordance with the original plans and specifications of contract awarded to Grimshaw & Sturges, Inc., which has been declared abandoned.

The time allowed to complete the whole work will be 30 working days, as provided in the contract.

The amount of security required is \$600.

The work in question is for the completion of the said abandoned contract.

The attention of bidders is expressly called to the typewritten addenda which has been inserted in the original specifications.

The quantities of work to be done and the materials to be furnished are the balance of the work, together with corrections enumerated in the addenda.

Bidders must examine the abandoned work before making an estimate, and must examine the typewritten addenda and the original specifications.

Bids will be compared and the contract will be awarded to the lowest bidder.

NO. 5. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 54, ON THE WESTERLY SIDE OF INTERVALE AVE., BETWEEN CHISHOLM AND FREEMAN STREETS, BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and sixty working days, as provided in the contract.

The amount of security required is \$5,000.

The deposit accompanying the bid shall be five per centum of the amount of security.

Bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

NO. 6. FOR INSTALLING ELECTRIC EQUIPMENT IN NEW P. S. 55, ON ST. PAUL'S PLACE, PARK AND WASHINGTON AVES., BOROUGH OF THE BRONX.

The time allowed to complete the whole work will be one hundred and twenty working days, as provided in the contract.

The amount of security required is \$5,000.

The deposit accompanying the bid shall be five per centum of the amount of security.

Bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th Floor, Hall of the Board of Education, Park Ave. and 59th St., Borough of Manhattan.

C. B. J. SNYDER, Superintendent of School Buildings.

August 25, 1915. a25,s7

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

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.

Dated August 14, 1915. a14,26

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

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day, the following resolutions were adopted:

Whereas, The 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 of 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 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 is hereby 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, QUEENS COUNTY AND SUBURBAN 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 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, 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, 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 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 pavements) 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 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 pavements) 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 and any and all annual payments provided for herein shall be a 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 made 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 renewed, 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 renewed, 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 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 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 that which would 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 said arbitrators agree, the said parties shall file 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 arbitrator appointed fail to act, then the Board shall, 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 same, 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 consent of the City.

**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, and 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 City, or from the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that 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, or by the neglect 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 most 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 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.

**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 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 winter 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 more than thirty (30) minutes, both day and night, and as much as may be convenient for the convenience of the public may be required, 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 such determination 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 of Queens, 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 said railway, or any portion thereof, remains in the street or avenue, the Company shall pave and keep in permanent repair the 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 pavement or repairs after the expiration of 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 substructure, 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 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 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 funded 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 elected.
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 examining the correctness of its report, and may ascertain 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 hereto 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.

**Twenty-eighth**—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 hereto granted.

**Twenty-ninth**—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 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 City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

**Thirty-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 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 maintenance 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, 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 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.

**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 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, 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. 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 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 74, 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 ..... 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, 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, in accordance with 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. Menecy, 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 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) during the first term of five (5) years 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 four thousand seven hundred and fifty dollars (\$4,750).

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 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 in the case of 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 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 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 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 rest 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 discontinu-

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 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 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 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 rest 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 discontinu-



ance 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 contents 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 Commission 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 contents 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 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 pay 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 in 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 issued stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt by last report.
7. The total amount of funded and floating debt.
8. The total amount of floating 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 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 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 repairs 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 such 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.

**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 the other provisions of the Railroad Law pertinent thereto 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, 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. 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, 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, 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 in Atlantic Avenue at or near 5th Avenue; thence in and upon Atlantic Avenue to a point at and 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, 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 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 thereafter 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 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 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 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 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 stop 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 corporation 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, 1855, 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 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, said parties shall file 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 its 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 on which such order is made, or the date on which the Board, 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 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, 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 the point at or near Stephen 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 and 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 fail 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 curb 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 of 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 City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

**Thirty-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 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 default, 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 default 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 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.

**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 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], President.

[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 a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered 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 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 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 Worth.

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 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 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 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 crossovers, hereby authorized, is shown upon a map entitled:

"The Brooklyn City R. R. Co. Map showing proposed extension in the route of the Brooklyn City R. 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 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 three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall, within said three (3) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

**Second**—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until 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 amount 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 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 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 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, 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, 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 substructure 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 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 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 act 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 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 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, 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, 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-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, the corporate seal of said City, has caused the corporate seal 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 seal 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 BROOKLYN CITY 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 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. a26

## 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, bonds 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.  
TRAVIS H. WHITNEY, Secretary. a24,10

## 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 awarded. 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.  
Aug. 16, 1915. a16,26

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

## SUPREME COURT—SECOND DEPARTMENT.

### Hearings on Qualifications.

### SECOND DEPARTMENT.

In the Matter of the Application of The City of New York, relative to acquiring title, wherever the same have not been heretofore acquired, for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of LIBERTY AVENUE, from the Brooklyn Borough Line to Van Wyck Avenue, in the 4th Ward, Borough of Queens, City of New York, as amended by an order of the Supreme Court of the State of New York,

Second Department, duly entered and filed in the office of the Clerk of the County of Queens on the 23rd day of April, 1915, so as to conform to a map or plan adopted by the Board of Estimate and Apportionment, December 23, 1914, in which the lines of Liberty Avenue in the section east of Atfield Avenue are shifted slightly to the south; the proceeding as amended providing for the acquisition of title to Liberty Avenue from the Brooklyn Borough Line to Van Wyck Avenue, as said Liberty Avenue is now laid out upon the map or plan of the City of New York.

NOTICE IS HEREBY GIVEN THAT BY AN order of the Supreme Court of the State of New York, Second Department, bearing date the 10th day of August, 1915, and duly entered and filed in the office of the Clerk of the County of Queens on the 20th day of August, 1915, the said HARRY R. GELWICKS, Esq., was appointed a Commissioner of Estimate and the Commissioner of Assessment in the above entitled proceeding in the place and stead of Almon G. Rasquin, resigned.

NOTICE IS FURTHER GIVEN THAT, pursuant to the said order bearing date the 10th day of August, 1915, and duly entered and filed in the office of the Clerk of the County of Queens on the 20th day of August, 1915, the said HARRY R. GELWICKS, Esq., will attend at a Special Term of the hearing of motions of the Supreme Court of the State of New York, Second Department, to be held at the County Court House, in the Borough of Brooklyn, in the City of New York, on the 7th day of September, 1915, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the purpose of being examined under oath by the Corporation Counsel of The City of New York, or by any other person having any interest in said proceeding, as to his qualifications to act as such Commissioner.

Dated, New York, August 25th, 1915.  
FRANK L. POLK, Corporation Counsel,  
Municipal Building, Borough of Manhattan, City of New York. a25,34

### 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 thereunto 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 a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all

house sewer connections to the main sewer in the street and the 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, work forfeited 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 the underpore 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 beams shall be made permanently self-supporting, bauls, 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, chief, 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 enclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

For particulars as to the quantity and quality of the supplies, or the nature and extent of the work, reference must be made to the specifications, schedules, plans, etc., on file in the said office of the President, Board or Department.

No bid shall be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation 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 thereof 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.