

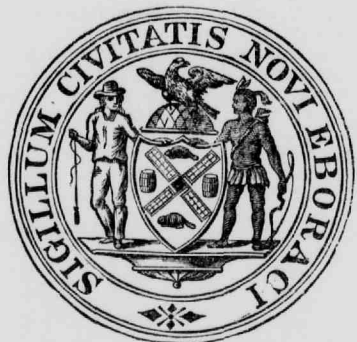
# THE CITY RECORD.

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### DEPARTMENT OF PUBLIC WORKS.

NEW YORK, December 24, 1883.

To the Hon. FRANKLIN EDSON, Mayor of the City of New York:

SIR—In a letter addressed to the District Attorney, and published on the 16th instant, you made reference to charges recently appearing against the Department of Public Works.

Being in entire accord with the sentiments then expressed by you, and desirous of giving to you, as Chief Magistrate of the city, and, through you, to every body or person, public or private, interested in the subject-matter, information as ample and accurate as possible, I beg leave to submit the following report. I had hoped to present it much earlier, but a summary statement as to the details and results of three years of work in this Department can be prepared only after the most careful examination and severe labor, which, in the face of the constant demands of the daily business of the Department, I have not been able to accomplish in less time. The main stress of the published charges is laid upon the alleged public loss asserted to have resulted especially through the vacating of assessments, from my acceptance of what are termed

#### "UNBALANCED" BIDS FOR CONTRACTS FOR LOCAL IMPROVEMENTS.

The term local improvements above employed here refers to three classes of work: (1) The regulating and grading of public streets; (2) the construction of sewers in such streets and (3) the paving of streets. The cost of such work is ordinarily defrayed not from general tax but from assessments levied upon the contiguous property supposed to have been benefited by the work.

Under the charter of 1873, it is required that the contract for such work shall be let to the lowest bidder, after public advertisement, and by the Act, chapter 308 of the laws of 1861, (which has never been repealed in terms) it was provided that upon the opening of bids, the right to the contract should forthwith vest in the lowest regular bidder. The ordinances require that the invitations for bids shall state the nature and extent of the work as near as possible. Accordingly preliminary estimates of the work to be done are prepared by surveyors and engineers employed for the work, which estimates are invariably declared in the proposals to be approximate only. The several classes of work required, and the estimated quantities are stated in detail, and that proposal whose several prices multiplied into the quantities so estimated, reach the smallest sum, is considered the lowest bid and secures the contract.

By the term "unbalanced" bid is supposed to be meant a proposal for several classes of work, in which the price for one class is unreasonably large while that for another class is manifestly insufficient. A proposal may be consistently and harmoniously large for all the classes of work, or it may be similarly low, without being "unbalanced." It may, as in the case of a sewer contract, accumulate the entire price upon one item—the sewer itself—giving merely nominal prices for other items and yet not be "unbalanced." Or it may give some very low price upon some item—such as earth filling—which the bidder has exceptional advantage for supplying, without being "unbalanced." In fact the essence of an "unbalanced" bid is that its proposed prices exhibit a plain and defiant contradiction of the relation between the several classes of work, established by their respective cost.

#### AN "UNBALANCED" BID NOT NECESSARILY UNLAWFUL OR FRAUDULENT.

But the fact that a bid is "unbalanced," does not of itself render the bid unlawful. Such has been the advice continually given by the Law Department, which it is my duty to follow. Neither does it necessarily result that such a bid causes loss to the city. That is unlikely to happen in any case where the actual quantities do not subsequently vary from the estimate, by an increase of the high-priced work. And even then, it is not a matter of course that the entire result is unjust to the city and to the taxpayers. Many contracts let upon "unbalanced" bids have produced for the city completed work within a fair and reasonable price. The "unbalanced" bid is a weapon with which bidders fight their competitors quite as much as the city.

#### OBSTACLES TO THE PREPARATION OF ACCURATE ESTIMATES FOR EXCAVATION.

However, both in the preparation of estimates and of contracts, though in the face of serious difficulties, the public officers have striven to defeat such bids, which have been offered most commonly in connection with contracts calling for excavation of both rock and earth.

The estimates for such excavation have been prepared by the engineers in the following manner:

Where the proposed work is the regulation and grading of a street, the excavation not being deep, the surveyor bases his estimate upon an actual survey and observation of surface indications and trend of rock.

Where the proposed work is the construction of a sewer, the excavation being deep, a more elaborate and expensive system is adopted.

The line of the proposed sewer is divided into imaginary cross-sections fifty feet or less in length, and in each section a boring is made through the surface as nearly as possible to the extreme depth of the proposed excavation. From the indications thus given at the several borings, the engineer undertakes to delineate the contour of all the underground rock requiring removal.

The following difficulties appear in the practical preparation of the estimate:

#### OBSTACLES BY REASON OF THE SINGULAR FORMATION OF MANHATTAN ISLAND.

As is well known to all engineers familiar with the work of excavation in this city, the geological formation of Manhattan Island, particularly in its northern portion, is such as to seriously embarrass a surveyor seeking to learn its precise character beneath ground. It presents a singularly irregular combination of underground ledges of rock suddenly rising or abruptly falling from their general level, and also detached masses of rock or boulders hidden in embankments of earth. Pockets in rock filled with earth are also of common occurrence. In illustration of my statement, I refer to the diagram hereinafter presented in the case of the West End Avenue Sewer, and to similar diagrams with testimony printed for the Court of Appeals in 1880, before I became Commissioner (Matter of Merriam, 84 N. Y., 596).

This fact is of the most troublesome character to the surveyor. Having taken his observation with the utmost care at the surface, or by boring, he has to ascribe to the rest of the area of improvement hidden from his view the character denoted by disclosures at the points of observation. If the drill has struck rock above the level of the extreme excavation, it may be assumed that according to the normal trend of the ledge, rock exists throughout the whole cross section, while it may turn out that the drill point has struck the centre of an isolated boulder or upon a ledge of rock close to its precipitous edge. Or, on the other hand, the indications of the surface may induce belief that the drill has struck not a ledge, but a boulder, and the actual result may show a ledge. Similarly a continuous bed of earth may be assumed to exist when the drill has in fact sunk into a pocket of earth in a bed of rock, or has entered an earth embankment close to a rocky ledge.

So it happens that there are points and places where no amount of experience or care will reveal to him the "faults" or eccentricities in the underground formation. He may estimate with comparative accuracy for a great area, or in the majority of cases, but instances will result and have occurred in the experience of every engineer in which the actual work turns out wholly different from the anticipation, and yet the surveyor is wholly without fault.

#### OBSTACLE FROM COST OF OBSERVATIONS AND LACK OF INSTRUMENTS.

A second difficulty results from the lack of instruments adapted to the investigation of the character of a mass to be excavated at considerable depth. The boring rod ordinarily used by engineers

becomes untrustworthy after it has sunk about twelve feet. Even a little short of that distance the control of the rod is lost by reason of friction with the surrounding mass, and its indications are satisfactory only above that depth. Hence, when, as in case of sewers through unregulated streets, the excavation goes down twenty feet or more, the boring rod is utterly insufficient. Other appliances, such as the diamond drill or the Ingersoll or Rand rock-drill might be employed, but they would not wholly meet the difficulty, while the delay and expense attendant upon their application to twenty or thirty points, at intervals of fifty feet, upon the line of a proposed improvement, would (as I am advised by trustworthy and disinterested engineers) render their use impracticable. The case of the West End Avenue sewer will illustrate the seriousness of this difficulty.

Experience has shown in this city that to conduct a series of tests which should certainly disclose the true quantities of rock and earth beneath the surface, especially in cases of sewers, would cost nearly as much as the excavation itself.

#### EXPERIENCE IN RAILROAD CONTRACTS.

It may be inquired why such difficulties do not appear in the construction of railroads and other works of this character. The answer is, that larger areas are involved, and the average of variation for large areas is not difficult of estimate. Opportunity exists for the rectification and balance of error. But in the comparatively short lines of the improvements in question, a single unexpected rocky protuberance will add immensely to the computed percentage of rock; and, contrariwise, the development that a supposed ledge at one point is but a boulder, or that a supposed boulder is part of a ledge, will substantially reverse the estimated quantities of rock and earth.

Again it may be answered that such difficulties are of frequent occurrence in these other public works, but the greater flexibility of the private contracts, and the more direct personal relations between contractors and private corporations, allow a readier adjustment of such difficulties than can be attained in the case of municipal contracts.

#### EXPERIENCE OF BIDDERS.

The question has also been raised whether the bidders are not always well informed upon these points, and to this I answer no. It is not at all unusual for a contractor to involve himself in loss by a bid unduly low. Such was the result in the case, among others, of the sewer in Eightieth and Eighty-first streets, between Avenues A and B.

It is however very true that in knowledge of the character of the earth and rock beneath the surface the experienced contractors of this city undoubtedly excel any surveyors or engineers who can be obtained. This is the contractors' constant study, while the engineers are doing other work in offices. It becomes the contractor's business capital, acquired by years of excavation of streets, of lo's, or of cellars in particular localities, and undoubtedly he uses it to his own advantage. The contracts which always have put upon the successful bidder the obligation to do the work, even though estimates vary to the advantage of the city, have not exacted from him a disclosure of knowledge by him that they are likely to prove to his advantage.

#### THE ELEMENTS OF UNCERTAINTY SUBSTANTIALLY UNAVOIDABLE.

These elements of uncertainty exist. They are more embarrassing to the engineer than to the old contractor, but they cannot be obliterated. Even their diminution by thorough examination is a matter of expense, approaching that of doing the work.

To avoid these difficulties it has been suggested that in cases of excavation contracts might be let first for the earth separately, and then after the rock is absolutely denuded, for the rock excavation and all other parts of the work. But the embarrassments attending such piece meal work, with the delay and the expense incident to a double set of contracts and contractors, probably accounts for the fact that no public officer has found it desirable to try this system.

It must therefore be evident to any one willing to look fairly at the subject, that a failure to estimate even with approximate accuracy, the relative quantities of earth and rock involved in an excavation by no means shows dishonesty, incapacity or carelessness on the part of the engineer. Indeed, the wonder is not that the estimates are in some instances at fault but that they are so generally right. The accompanying schedules will show that in the great majority of cases substantial accuracy is attained, the instances such as those recently selected for public reprobation being very exceptional and generally explainable upon their own circumstances.

#### EFFORTS TO AVOID THE CONSEQUENCES OF SUCH UNCERTAINTY BY VARIATIONS IN CONTRACT.

Recognizing this necessary uncertainty of estimates, the public officers have for the last thirty years endeavored to reduce to a minimum the possibility of loss therefrom by various modifications in the forms of contract.

Prior to 1854, the system of submitting all parts of a proposed work for separate bids was abandoned, and in contracts involving rock excavation, it was agreed that payment therefor should be made according to quantities actually performed at a price to be agreed upon, and bids were received only for the other parts of the work. This method furnished protection to the city but was condemned by the courts (Brady v. The Mayor, 20 N. Y., 312).

Again, it was endeavored to secure bids of due proportion by a clause requiring that proposals for earth excavations should not in price exceed one-fourth of that offered for rock excavation. This also worked well in practice, but not in the courts, which compelled the acceptance of bids violating this rule (Boyle's contract for regulating Forty-third street, from First Avenue to East River).

Yet again, protection was sought in a form of contract stipulating that a fixed price—ordinarily four dollars—would be paid for every yard of rock actually excavated, and bids were invited only for the other parts of the work. This plan, like the other, also answered the demand of the situation, but the Court of Appeals pronounced it illegal (Matter of Mahan, 81 N. Y., 621; matter of Merriam, 84 N. Y., 596).

Two methods remained: one, to invite "lump" bids for doing the entire work; the other, the ancient practice of inviting separate bids for each part of the work. It was readily perceived that by the mere requirement of a "lump" bid the difficulty of an erroneous or imperfect estimate would not be avoided. The bidder would make his bid large enough to cover all contingencies, for under no system will contractors continuously work at a loss. Hence the uncertainty would in all cases operate against the city, and the probable margin of increased expense on all contracts would more than equal the losses under any other system.

In view of these circumstances, and under the judicial construction given to the law, this Department, upon June 12, 1876, returned in the case of sewers to the former method of inviting bids for each class of excavation, and thenceforward abandoned modifications in contracts for other classes of work, and there began and continued to appear, a series of unbalanced bids, to an extent unknown during the use of the modified forms of contract. But the comparatively small loss to the city from such bids will appear from the fact that the aggregate cost of all contracts made and completed under me has been less than one per cent. above the estimate.

This fact must show that in and of itself an unbalanced bid is not necessarily fraudulent, and such being the case, as before stated, it has been the advice of the Law Department that such a bid must be accepted, if the lowest bid in regular form, and no knowledge of actual fraud exists.

Indeed, under the Law of 1861 (chapter 308), according to the advice of the Law Department, sustained subsequently by an opinion of the Court of Appeals (Baird v. The Mayor, 83 N. Y., 254) the contract immediately vested in the lowest bidder by force of law and without intervention of the public officer. I had no knowledge that this law had undergone any modification until the 20th day of August, 1883, when I was advised by the Counsel to the Corporation that the Consolidation Act, taking effect April 1, 1883, and supposed to be merely a codification and not a change of former laws had, by its 64th section, given to heads of departments the right to reject all bids; a power which had been sought in vain in 1877, 1878 and 1879.

The cited Law of 1861 (chapter 308), by its first section makes obligatory and permanent a form of procedure which has been often invoked to the great advantage of the city. This requirement which, in many instances, has been interposed as a shield against unmeritorious claims, is as follows:

"All contracts by or on behalf of the Mayor, Aldermen and Commonalty of the City of New York, shall be awarded to the lowest bidder for the same respectively, with adequate security, and every such contract shall be deemed confirmed in and to such lowest bidder at the time of the opening of the bids, estimates or proposals therefor; and such contract shall be forthwith duly executed in the name of said Mayor, Aldermen and Commonalty by the head of the Department having cognizance thereof with such lowest bidder."

As against this positive provision of law vesting a contract, no agreement between the public officer and the bidder could operate. The officer could not have made a stipulation varying the rights of either the bidder or the city; he had no power to depart from the requirement of law in order to introduce a provision which might to him seem to the public advantage. It is the will of the law-making body and not of an administrative officer which must determine such questions. Therefore I was advised that a clause retained from ancient forms of invitation for bids and which assumed to authorize officers to reject all bids, was invalid and amounted to nothing. This was upon the doctrine declared by the Court of Appeals in the case of the Police Surgeons (People ex rel.



Satterlee v. The Mayor, 75 N. Y., 38), who were held to be entitled to the full salary of \$2,250 as fixed by law, notwithstanding that their appointment was upon the express agreement with the Commissioners that they should receive and accept only \$1,500. The positive provisions of law must be obeyed and cannot be varied by public officers.

In view, therefore, of these three conditions: the geological formation of Manhattan Island, the judicial prohibition of special provisions in contracts, and the statutory right of the lowest regular bidder to receive a contract, it will be readily seen that, except upon proof of actual fraud, there was until recently no protection against unbalanced bids.

I desire now to call attention to the paper herewith submitted, marked Schedule "A," being

A STATEMENT IN DETAIL OF EVERY CONTRACT FOR REGULATING, GRADING, SEWERING OR PAVING, MADE AND COMPLETED UNDER THE PRESENT COMMISSIONER OF PUBLIC WORKS.

This statement, drawn from public records accessible to every tax-payer, shows with absolute verity every contract for either of the three classes of work made and completed under me as Commissioner of Public Works. For the sake of uniformity, in some instances the bid for "days for completion of work" has been omitted, this item being in no way material to any part of the charges or this report.

And here, I may ask, that though the details and mass of figures involved in this statement and its schedules may seem wearisome and bewildering, they be carefully considered for they present the plain and ultimate facts by which a public officer is entitled to be judged rather than by the headlines of a newspaper article or by the rhetorical statements, however readable or plausible, of an anonymous writer for the press.

To any one carefully examining this schedule, it will appear that I have made and carried to completion 363 contracts at a cost of \$3,234,828.22, while the preliminary estimates called for \$3,215,622.58. Upon this increase of \$19,205.64, being less than one per cent., I confidently challenge the judgment of the engineers of this country and I ask the fair minded public whether a public officer is justly subject to wholesale condemnation because in carrying on three hundred and sixty-three contracts during three years, at an expense of more than three million dollars he has exceeded his estimate of cost by less than one per cent.

I do not deny and shall hereafter explain the existence of some contracts not yet completed which are likely to show a less satisfactory result, but the ultimate disposition of those cases is not yet determined, and I know of no test of the result of my administration more reasonable than a consideration of all the contracts actually made and completed under me. These contracts are in summary:

56 Regulating and grading contracts, estimated at	\$381,394 68	and actually costing	\$406,219 18
111 Sewer contracts	654,967 66		652,940 46
196 Paving contracts	2,179,260 24		2,165,668 64
363 Contracts of all kinds	\$3,215,622 58		\$3,234,828 22

With a view to presenting the results of my administration as nearly as possible I have caused to be made

A COMPUTATION AS TO THE PROBABLE RESULT OF CONTRACTS MADE BY ME, BUT NOT YET COMPLETED.

At my request, the Engineer in charge of Sewers has reported that sewers are now being built under twenty-eight contracts, of which the cost, as originally estimated was, in round numbers, \$314,000, while the cost probable from the present developments of the work will be \$319,000, an increase of less than two per cent.

Similarly, the Chief of the Bureau of Street Improvements has reported upon all the contracts in progress under him, being thirty-six in number, and if there be excepted three contracts hereinafter specifically explained, it appears that the cost of all these incomplete contracts for regulating and grading will be less than five per cent. over the estimates.

Upon all these facts I found the expression of my firm belief that in the prosecution of the work under all contracts made by me, whether complete or incomplete, with the exception of the three referred to as specially explainable, the excess of cost over estimates will not amount to two per cent. Such a variation as this is hardly such as to require assumption that there was either incompetence, inefficiency or lack of integrity on the part of officers under whom it resulted. This record of all the work of these classes done within my Department, is not more satisfactory than is the record of the

ASSESSMENTS FOR WORK DONE UNDER THE PRESENT COMMISSIONER OF PUBLIC WORKS.

It has been charged that since 1876, assessments to the amount of more than six million dollars have been vacated or reduced, principally on account of unbalanced bids and largely by the Assessment Commission. The apparent object of the charge being to induce belief that in some way or other I have been, or am pursuing a course contributing to such modification of assessments, I say that the suggestion is abominably incorrect and unjust, and I state specifically that—

1. No contract made by me or under me has ever been before the Assessment Commission, nor has any assessment for work done by me ever been modified by that Commission.
2. As I am informed, no assessment for work done under any of my predecessors has ever been modified by either the Assessment Commission or the Courts upon the expressed ground of "unbalanced" bids.
3. No assessment for work done under me has ever been reduced or vacated by any Court, so far as I can ascertain.
4. The only other body having jurisdiction over assessments is the Board of Assessors, where I learn upon inquiry that there has been far less complaint as to work done under me than in previous years.

The exact state of facts as to the assessments for work done under me, is as follows:

For expenditures to the amount of \$1,243,685.06, I have transmitted to the Board of Assessors 219 certificates for assessments, affecting 15,949 pieces of property. In only 28 cases have objections been made and then by only 79 persons in all. Most of these objections have been upon points of law in no way concerning my Department, but only the authority for the work, or the proposed apportionment by the Assessors. In only eight cases were the objections sustained, and of those eight cases only two, those concerning the Seventy-first street regulating and the Ninety-eighth street regulating had any reference whatever to bids or unbalanced bids.

In the first case an assessment of \$5,823.92 was reduced to \$1,742.74 on account of alleged excess of price, and in the second case (that of Ninety-eighth street, hereinafter especially explained) an assessment of \$28,534.48 was reduced to \$16,066.75 upon a similar ground. Ascribing both of these reductions to unbalanced bids, it appears that for this cause the assessments have been affected to the extent not of six millions, but less than \$17,000, and that in only two out of two hundred and nineteen improvements.

In view of these facts what can be more unfounded than the published insinuations that assessments have been imperilled by my action?

After this presentation of the condition of my Department generally with reference to all contracts for local improvements and the assessments therefor, I may proceed to an explanation in detail of all the matters in respect of which charges have been made and I begin with a consideration of

TWELVE CONTRACTS SPECIFICALLY PUBLISHED UPON DECEMBER 9 AND 10.

With great circumstantiality, upon December 9 and 10, 1883, the morning journal in which all these charges have appeared sets forth and dwells upon twelve contracts for street improvements as especially indicating that there existed in this Department gross dishonesty or indifference with reference to the public interests.

These contracts are as follows:

- Aug. 19, 1882—1. Regulating Sixty-second street, from Tenth to Eleventh avenue.
- July 31, 1883—2. Regulating Ninety-fifth street, from Tenth avenue to Riverside Drive.
- June 13, 1881—3. Regulating, etc., Ninety-eighth street, from Third to Fourth avenue.
- Oct. 1, 1880—4. Regulating, etc., Fourth avenue, from Ninety-sixth street to One Hundred and Second street.
- Oct. 24, 1881—5. Sewer in One Hundred and Forty-first street, between Seventh and Eighth avenues.
- Sept. 13, 1881—6. Sewer in West End avenue, between Ninety-first and Ninety-sixth streets.
- Oct. 25, 1882—7. Sewer in Tenth avenue, between One Hundred and Fourteenth and One Hundred and Sixteenth streets.
- June 23, 1881—8. Sewer in First avenue, between Twenty-first and Twenty-fourth streets.
- Dec. 20, 1881—9. Sewer in One Hundred and Fifteenth street, between Fifth and Sixth avenues.
- June 13, 1881—10. Sewer in Ninth avenue, between One Hundred and Forty-eighth and One Hundred and Fifty-second streets.
- Mar. 23, 1882—11. Sewer in Seventy-seventh street, between Ninth avenue and the summit west of Ninth avenue.
- Sept. 24, 1880—12. Sewers in Eightieth and Eighty-first streets, between Avenues A and B.

Of these four contracts for regulating streets and eight for sewers, two (the fourth and twelfth) were let under my predecessor, and I am in no way responsible for the preliminary estimates; but I shall undertake to explain each of these contracts in detail and in the order given, excepting that I reserve the Ninety-fifth street contract for final consideration.

1. The Contract for Regulating Sixty-second Street, from Tenth to Eleventh Avenue.

This is the contract in respect of which it is charged that the preliminary estimate was for \$4,800, but the "city paid more than three times the amount to the contractor."

Such a result does not necessarily involve injustice to the city. If three times the amount of work originally contemplated was actually performed, three times the price should have been paid. Such an increase of cost by itself shows nothing unless it resulted from the disproportionate increase of some one item in the work originally estimated. The wrongdoing charged in the published articles is the negligent or intentional misstatement of quantities in the preliminary estimates so as to give opportunity for such disproportionate increase. The present case does not come within the general category of those upon which the assaults are made.

The improvement in question was projected by Commissioner Fitz John Porter, who employed Messrs. T. & J. Slater, city surveyors, to make the only preliminary survey and estimate authorized by law. The surveyors performed their work and furnished a preliminary estimate that there would be required 820 yards of earth excavation, 1,090 yards of earth filling, 2,840 yards of rock excavation, 1,680 feet of curb and gutter stones, and 6,690 feet of flagging. From the fact, that with the exception of the one item of earth excavation, which is fully explained, the actual results showed variations of less than three per cent., and those by way of decrease, I have no reason to doubt the substantial accuracy of the surveyor's procedure.

Five times in succession in four years, namely upon June 5, 1876, August 15, 1878, May 7, 1879, September 3, 1879, and October 23, 1879, was the contract awarded, after public competition, to a lowest bidder who, in each instance, failed to make good his bid or to carry out his contract.

Immediately after taking office I assisted in procuring the passage of an act (chapter 147, of 1881), requiring every bidder to deposit a certified check to secure the execution of his contract, and afterwards I proceeded again to let this contract upon the preliminary estimates already prepared and which I had no reason to distrust. The bids being opened in August, 1882, it was found that D. K. Gallagher was the lowest of three bidders, the bids and estimates being as follows:

	820 yards Earth Excavation.	1,090 yards Filling.	2,840 yards Rock Excavation.	1,680 feet Curb and Gutter.	6,690 feet Flagging.	Days Bid.	
D. K. Gallagher.....	\$5 50	.....	\$0 01	\$0 01	\$0 01	100	\$4,922 10
F. Norton.....	4 00	.....	40	55	15	60	6,523 50
John Brady.....	2 50	.....	2 25	01	05	30	8,881 30

This contract illustrates the difficulties surrounding the performance of such work as has been made the subject of these charges. Here, after seven years and five lettings of the contract, the sixth letting attracted only three bidders, of whom every one submitted a bid which, according to the standard of criticism now set up, was in some of its items exorbitant or unbalanced. What could have been done in such case by any officer, even if the law had not compelled as it did the acceptance of the lowest bid, which was that of D. K. Gallagher?

Mr. Gallagher proceeded with the performance of his contract and completed the work, and upon the final survey it appeared that, as compared with the preliminary estimate, the actual quantities had varied as follows:

The earth excavation had increased 1,900 yards.  
The rock excavation had decreased 79 yards.

It was clearly apparent that the variation could not be ascribed to a mistaken distribution of the relative quantities of earth and rock, for not five per cent. of the increased earth could thus be accounted for. Upon investigation it was found that during the seven years' interval between the first survey and the final contract there had been distributed over the face of this contemplated street, about one thousand feet long, more than two thousand yards of earth, by unknown private persons who had here found a convenient dumping ground. No information as to this fact had come to the Department, and any system of inspection of all the unopened streets of this city would cost more than the expense occasioned by such unlawful deposits in the comparatively few cases where they have been found. Indeed, in the present case, the city had occasion to use 1,090 yards of the earth deposit.

As a result of these circumstances, which cannot be charged at all against the surveyors, nor fairly against this Department, the city paid the contractor \$15,484.40; but it would have been obliged to pay the next lowest bidder, Norton, about \$14,000, and the only other bidder, Brady, whose proposal for the whole work was highest, and for earth excavation lowest, over \$13,500. A knowledge of the true state of facts at the time of letting the contract would therefore have produced a difference of less than \$2,000, instead of one of more than \$10,000, as suggested in the published article.

This matter was made the subject of a letter from me to the Comptroller, dated February 24, 1883, and of my report to you dated March 23, 1883.

2. The Contract for Regulating Ninety-fifth Street, from Tenth Avenue to Riverside Drive.

The consideration of this contract, presenting special circumstances and not yet completed, is postponed to a later part of this report.

3. The Contract for Regulating Ninety-eighth Street, from Third Avenue to Fourth Avenue.

This contract, like that first mentioned, was embraced in my report to you, dated March 23, 1883. It was awarded May 25, 1881, upon preliminary estimates prepared by Mr. Frank E. Towle, City Surveyor, under the employment of my predecessor. The estimates and the bids, eleven in number, were as follows:

	500 yards Earth Excavation.	8,600 yards Rock Excavation.	1,800 feet Curb.	7,320 feet Flagging.	Days Bid.	
1. C. C. Reed.....	\$0 25	\$3 00	\$0 48	\$0 19	130	\$28,838 60
2. James Slattery.....	50	2 90	50	21	250	28,581 20
3. R. H. Treacy.....	60	1 90	56	25	275	20,450 60
4. James Everard.....	40	1 90	52	23	265	20,099 80
5. C. J. McKim.....	50	1 75	62	32½	360	20,017 20
6. A. Dowdney.....	40	1 80	75	20	160	19,127 00
7. M. Baird.....	30	1 80	48	20	150	18,544 80
8. John Slattery.....	30	1 70	45	22	300	18,219 40
9. D. K. Gallagher.....	50	1 50	50	20	400	16,834 00
10. Hugh Duffy.....	10 37	27	30	21	90	9,888 40
11. M. Finn.....	7 90	35	30	05	100	8,205 00

Upon the completion of the contract it resulted that the actual quantities were 3,120 yards of earth excavation, an increase of 2,620 yards, and 4,495 yards of rock excavation, a decrease of 4,165 yards, the total excavation having shrunk 1,545 yards.

Upon inquiry the Surveyor stated that his preliminary estimate was based upon an actual survey carefully made by himself, and that his tests revealed the existence beneath the surface of considerable masses of rock, which he was justified in assuming to be parts of a ledge. The actual extent of rock was shown by the result to be much greater than that of earth, but not so much greater as he supposed. The rock proved to be not a ledge, but in detached masses and boulders, and soft rock which could be removed with a pick, and which, therefore, had to be returned under the contract as earth and not as rock. The shrinkage in the entire quantity resulted from the failure of rock. Had the rock existed excavation would have been carried two feet below the grade, and the space filled in with earth. There being less rock, this extra excavation was unnecessary. It therefore resulted that the actual cost of the work was \$27,571.25, which was much more than should have been the case, and the Board of Assessors reduced the amount to \$16,066.25. It is said that this detached rock had been deposited there and buried in earth along in the years 1871-1874 by contractors upon the Fourth avenue viaduct. If this be so, it is more than probable that some of the bidders had personal acquaintance with the locality and this fact. The case is an unfortunate one, though I have no reason to distrust the good faith of the engineer, and even to-day there is no evidence of fraud which would have permitted the rejection of the bid at the time it was opened.



#### 4. The Contract for Regulating Fourth Avenue, from Ninety-sixth to One Hundred and Second Street.

This contract having been let before I took office, is one for which I have no occasion to offer explanation. The preliminary estimate was based upon surveys made by the City Surveyor, William V. Smith. It was executed October 1, 1880, with Thomas F. Kane, the lowest of twenty-six bidders, the estimate and bids being as follows:

	10,000 yards Earth Excavation.	20,000 yards Rock Excavation.	Days Bid.	
1. John B. Devlin.....	\$0 40	\$2 65	500	\$58,500 00
2. J. Everard.....	50	2 30	600	52,800 00
3. J. Williams.....	50	2 25	300	50,900 00
4. J. T. Cumming, Jr.....	25	2 00	300	43,400 00
5. T. Murray.....	35	1 50	300	42,800 00
6. F. McCulloch.....	50	1 70	400	40,200 00
7. John Phelan.....	25	1 75	400	38,700 00
8. John Kinsley.....	40	1 50	500	35,500 00
9. John Slattery.....	35	1 50	300	34,400 00
10. J. F. Gallagher.....	1 00	1 00	500	31,500 00
11. F. Thielemann, Jr.....	30	1 40	300	31,900 00
12. John Maguire.....	50	1 25	400	31,200 00
13. B. F. Coleman.....	35	1 35	200	31,100 00
14. M. H. Moore.....	39	1 25	500	30,400 00
15. P. Mulholland.....	55	1 20	350	30,550 00
16. J. J. Jones.....	30	1 25	600	29,800 00
17. Jas. S. Smith.....	35	1 24	175	28,825 00
18. R. H. Treacy.....	25	1 25	300	28,400 00
19. T. F. McQuade.....	25	1 25	125	27,875 00
20. Charles Devlin.....	15	1 20	300	26,400 00
21. W. E. Dean.....	10	1 23	150	26,050 00
22. C. H. Lalor.....	10	1 20	100	25,300 00
23. John Mulholland.....	45	90	275	23,325 00
24. John Brady.....	29	85	100	20,700 00
25. P. Farley.....	5	85	600	19,300 00
26. T. F. Kane.....	1 62½	02	150	17,100 00

Upon completion, it was found, that the actual quantities were, of earth excavation, 20,576 yards, an excess of 10,576 yards, and of rock excavation, 9,241 yards, a diminution of 10,759 yards, while the actual cost was \$33,386.

The surveyor, though almost exactly right in his estimate of total excavation, had over-estimated the rock more than one hundred per cent. Being called upon to explain, Mr. Smith said, that upon his actual survey the rock showed at the surface in two places on the west side, and in five places on the east side of the avenue in the six blocks over which the work was to be done. From this and other manifestations of the nature of the proposed excavations, and from the contour of the adjoining ground, he believed and estimated that about two-thirds of the total excavation would prove to be rock. The actual excavation, however, disclosed a very different and unusual formation, resulting in this unfortunate loss. Upon April 22, 1882, I communicated to the Comptroller this explanation of the surveyor.

There is nothing in the circumstances of this contract which requires any distrust of the surveyor, who in a large and useful public service, has given constant proof of his capacity and fidelity.

#### 5. The Contract for a Sewer in One Hundred and Forty-first Street, between Seventh and Eighth Avenues.

This contract, like all others for sewers, was based upon preliminary estimates, prepared under the direction of Mr. Stevenson Towle, Engineer in Charge of Sewers.

It was let October 15, 1881, upon this estimate to John Slattery, the lowest of nine bidders; the bids and estimate being as follows:

	700 feet Sewer.	10 yards Rock Excavation.	5,000 feet B. M. Timber.	Days Bid.	
1. R. H. Treacy.....	\$6 50	\$3 50	\$20 00	63	\$4,937 00
2. James Slattery.....	5 50	4 50	25 00	60	4,260 00
3. J. A. Devlin.....	4 87	8 00	25 00	40	3,774 00
4. James Reilly.....	4 80	6 00	30 00	20	3,650 00
5. Phelan & Haughton.....	4 50	20 00	25 00	40	3,635 00
6. James Everhard.....	4 30	6 00	45 00	70	3,575 00
7. P. Mulholland.....	3 98	10 00	25 00	20	3,091 00
8. M. Fitzpatrick.....	3 75	10 00	30 00	35	3,015 00
9. John Slattery.....	3 00	30 00	30 00	50	2,750 00

Upon completion it was found that the actual quantities were of rock excavation 121 yards, being an excess of 111 yards, and of timber 1,718 feet B. M., being a reduction of 3,282 feet B. M. The actual cost was \$5,781.54, being more than the highest bid.

Mr. Towle was promptly called upon to explain this discrepancy, and gave an entirely credible explanation.

The line of the sewer—seven hundred feet in length—had been divided into fourteen cross sections of fifty feet each, and at each point a boring had been made to the line of excavation, varying from zero to fifteen feet and eight inches below the surface. In all of the borings except the last two at the Seventh Avenue extremity both the borings and the result showed nothing but earth. In the last two borings the drill struck stone at a considerable distance below the surface. The surface indications verified by all the other borings justified the belief that the stone thus struck consisted of boulders rather than a ledge. Accordingly the engineer was disposed to estimate no rock at all, but put in ten yards of rock to cover all probable contingencies. It is almost certain that the bidders had no special knowledge on the subject, but took their chances on the item, the estimated quantity being so small that no price affixed thereto was likely to raise the bid higher than any competitor who was not very low on other items. Slattery might have bid \$50 per yard and he still would have gained the contract.

Upon the actual work being completed it turned out that at the eastern extremity of the sewer course, and in its last cross section, the edge of a rocky ledge projected upwards, not to the surface, but just far enough over the channel of the sewer to give, instead of ten yards of rock, one hundred and eleven yards; not a very large quantity, but bring the cost of the completed sewer up to about eight dollars a foot. The engineer was certainly blameless in this matter, and the contract could not have been withheld from Mr. Slattery, who was the lowest bidder.

#### 6. Sewer in West End Avenue, between Ninety-first and Ninety-sixth Streets.

The contract for this sewer was let September 5, 1881, upon estimates furnished by the Engineer of Sewers to Abram Dowdney as the lowest of seven bidders. The estimates and bids were as follows:

	1,530 feet Sewer.	300 feet Culvert.	8 Receiving Basins.	600 yards Rock Excavation.	7,000 feet B. M. Timber.	Days Bid.	
1. J. McKim.....	\$8 48	\$2 25	\$165 00	\$1 00	\$25 00	110	\$16,184 40
2. J. Slattery.....	6 00	2 00	175 00	6 00	20 00	100	15,320 00
3. J. T. Neary.....	5 00	3 00	150 00	7 00	25 00	150	14,725 00
4. J. J. Jones.....	7 29	1 75	150 00	00½	00½	150	13,481 73
5. J. Everard.....	4 97	3 00	180 00	4 20	38 00	175	13,430 10
6. P. Mulholland.....	5 00	2 00	150 00	3 00	20 00	150	11,990 00
7. A. Dowdney.....	5 00	1 00	120 00	4 00	10 00	150	11,980 00

Upon completion it was found that the actual quantities were: Of sewer 1,535 lineal feet, an increase of five feet; of culvert 272 lineal feet, a decrease of 28 feet; of rock excavation 1,376 yards, an excess of 776 yards; and of timber 869 feet, being a diminution of 6,131 feet. The actual cost was \$14,419.69, being lower than three of the bids.

In view of all the facts, this transaction was entirely proper and is fully explained.

The accepted bid is not unbalanced. That is, no "high cost" work is offered at a price less than that proposed for "low cost" work. The prices for the several classes bear to each other a relation similar to that of their respective cost.

The prices offered in the accepted bid are reasonable and fair; the price bid for rock excavation—\$4 per yard—being that which has for years been regarded as reasonable for sewer rock excavation, and was very reasonable for excavation to such unusual depth as was necessary in this case.

Even according to the result, the accepted bid was within \$400 of that which was next to it upon the opening.

The final variation of quantities was entirely consistent with the most competent, careful and conscientious procedure on the part of the engineer.

Less timber proved to be necessary than anticipated only because the rock exceeded the expectation of the engineer. The insufficient estimate of rock resulted from causes which could not have been avoided. Indeed this so clearly appears that the details of the case may be presented at some length in illustration of the preliminary statement of difficulties of making accurate forecasts.

Some thirty borings at intervals of fifty feet were made throughout the course of this sewer, some 1,530 feet long. As before explained, borings beyond twelve feet in depth are impracticable, while in this case, the sewer in many places was to be from fourteen to nineteen feet below the surface. Along the line were many boulders in the midst of earth and great irregularities in the elevation of the underground ledges of rock. The borings therefore indicated not solid rock but the presence of boulders which could be removed as earth and not requiring payment as rock under the form of contracts.

But upon actual excavation it was found that what had been esteemed boulders were up-croppings of solid rock, of which it was necessary to remove the whole amount stated in the final returns.

No person capable of forming a judgment upon a question of engineering skill can need anything more than the annexed copy of a profile representing all the work, excepting about 250 feet in Ninety-third street, to satisfy him as to the absolute inability of engineers to do more than was done in this case, and I leave its further presentation to the profile itself, in which the dotted line represents the extreme reach of the boring-rod, twelve feet below the surface. It will show that, between Ninety-third and Ninety-fourth streets, the entire channel of the sewer here more than seventeen feet below the surface, was occupied with rocky peaks which no boring could disclose, and similar conditions at other points.

[For diagram, see following page.]

#### 7. The Contract for a Sewer in Tenth Avenue, between One Hundred and Fourteenth and One Hundred and Sixteenth Streets.

This contract was let October 19, 1882, upon estimates furnished by the Engineer of Sewers to P. Mulholland as the lowest of ten bidders. The estimates and bids were as follows:

	500 feet Sewer.	80 feet Culvert.	3 Receiving Basins.	900 yards Rock Excavation.	1,000 feet Timber.	Days Bid.	
1. Frank Stollmeyer.....	\$6 75	\$1 50	\$200 00	\$3 75	\$27 00	60	\$8,142
2. J. D. Miner.....	6 00	3 00	150 00	3 50	20 00	90	7,940
3. James Slattery.....	5 90	3 00	150 00	3 80	25 00	100	7,839
4. Mahon & Lynch.....	12 00	01	150 00	01	01	40	7,339
5. John Slattery.....	4 25	1 50	185 00	4 00	10 00	75	6,965
6. T. H. Casey.....	5 00	1 00	160 00	3 50	01	90	6,870
7. J. McKim & Son.....	4 57	1 93	185 00	3 67	1 00	60	6,812
8. M. Egan.....	4 10	1 00	150 00	4 00	01	60	6,666
9. Nutt & Kearns.....	4 13	1 39	145 00	3 53	01	113	6,488
10. P. Mulholland.....	3 00	1 50	140 00	4 00	25 00	45	6,025

Upon completion it was found that the actual quantities were 569 feet of sewer, an excess of nine feet; 1,900 yards of rock, an excess of one thousand yards, and no timber. The actual cost was \$9,847.

Here, as in the former case, Mr. Towle reported that frequent and careful borings had been made, and the estimate was as close as the circumstances permitted.

The accepted bid was fair for each part of the work bid for and was not "unbalanced". Even in its increased result, on account of increased work, the cost of the entire improvement was not excessive. This case is a fair one.

#### 8. The Contract for a Sewer in First Avenue, between Twenty-first and Twenty-fourth Streets.

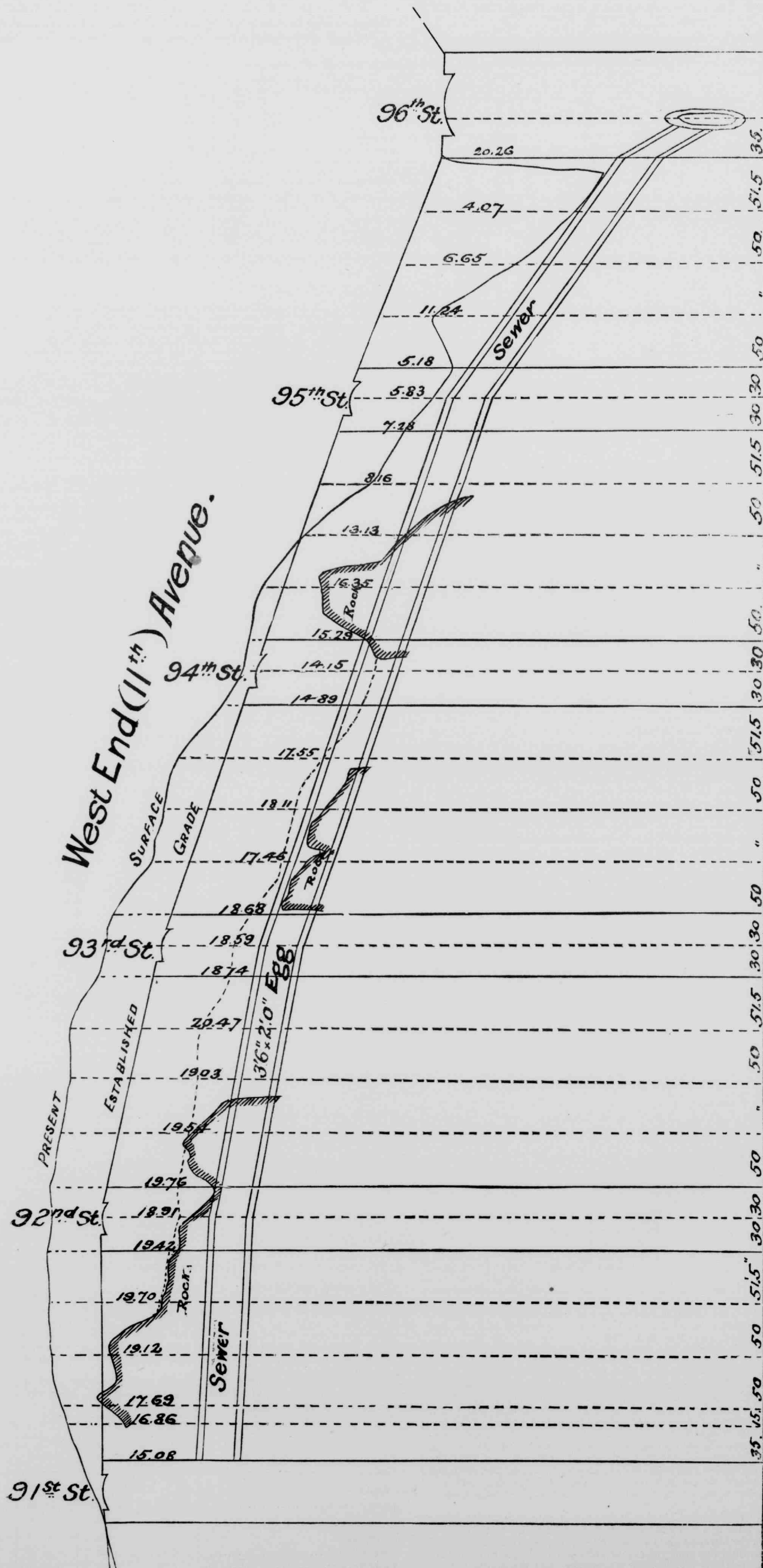
This contract was let twice.

The first letting was upon November 30, 1880, to John Kinsley, as the lowest of thirteen bidders, at the estimated price of \$4,742. Kinsley refused to execute the contract on account of the great risk of loss through possible disturbance of the foundations of the Elevated Railroad; and no compulsion being practicable under the law as it then stood, the work was re-let May 19, 1881.

Upon the second letting there were only two bidders, each of whom had bid upon the first letting, and for the sake of comparison each letting is as to these two shown separately, with the estimate which was used on each letting.

The increase of prices on the second letting undoubtedly resulted from the cause which had frightened away the first contractor and ten of his competitors; a realization of the peril of excavation beneath the Elevated Railroad.

	500 feet Sewer.	800 yards Rock Excavation.	1,000 feet B. M. Timber.	Days Bid.	
First Letting—					
James Everard.....	\$4 75	\$5 50	\$40 00	250	\$8,242 50
James Slattery.....	5 00	3 00	30 00	75	5,680 00
Second Letting—					
James Everard.....	6 75	9 00	40 00	175	11,922 50
James Slattery.....	6 00	4 00	25 00	90	7,125 00



PROFILE OF THE WEST END AVENUE SEWER, BETWEEN NINETY-FIRST AND NINETY-SIXTH STREETS.



Upon completion it was found that the actual quantities were :  
597 feet of sewer, an excess of nine feet ;  
1,032 yards of rock excavation, an excess of 232 yards,  
—and no timber. The actual cost was \$7,710.

There was here absolute justice. The accepted bid was not unbalanced ; it was in all its parts fair and reasonable. In its result it gave the entire work at a fair cost, and at about one-half the price of the only other bid received. It is difficult to understand how or why any one can have considered this transaction questionable.

The price paid exceeded the estimate only because more work was done at a fair price, and lower than any other continuing offer.

9. *The Contract for a Sewer in One Hundred and Fifteenth Street, between Fifth and Sixth Avenues.*

This contract was made December 20, 1881, with Patrick Mulholland, as the lowest of seven bidders.

The estimate furnished by the Engineer of Sewers and the bids were as follows :

	820 feet Sewer.	6,000 feet B. M. Timber.	Days Bid.	
1. James Baird.....	\$10 20	\$25 00	50	\$8,714 00
2. J. Slattery.....	8 50	25 00	80	7,440 00
3. J. A. Devlin.....	7 00	30 00	50	6,120 00
4. James J. Jones.....	5 49	30 00	40	4,841 80
5. D. K. Gallagher.....	5 00	30 00	50	4,480 00
6. T. H. Casey.....	4 90	30 00	35	4,338 00
7. P. Mulholland.....	4 97	30 00	10	4,295 40

Upon completion, the actual quantities were found to be 819 feet of sewer, a diminution of one foot, and 61,414 feet of timber, an excess of 55,414 feet. The actual cost was \$5,912.85, being next below the third highest bid.

The necessity for the great increase in foundation, plank arose from the unequal settlement of the newly filled embankment forming One Hundred and Fifteenth street at this point. It was considered desirable in view of this settlement, which affected the curb and the water mains, to permanently retain the temporary sheet piling and bracing in the sewer trench, which is usually withdrawn. This added to the cost of the work, but not improperly. The cost was less for the completed work than it would have been upon any other of the seven bids. The accepted bid for plank was exactly the same as that in every other except the two highest, which, at the estimated quantities, exceeded what was paid Mulholland for the completed work. This contract is absolutely beyond question, and perfectly just to all parties.

10. *The Contract for a Sewer in Ninth Avenue, between One Hundred and Forty-eighth and One Hundred and Fifty-second Streets.*

This contract was let May 31, 1881, to Nutt & Kearns as the lowest of nine bidders. The estimate furnished by the Bureau of Sewers and the bids, were as follows :

	955 feet Sewer.	90 feet Culvert.	2 Receiving-basins	175 yards Rock Excavation.	4,000 feet Plank	Days Bid.	
1. John McQuade.....	\$7 00	\$3 00	\$200 00	\$4 00	\$25 00	50	\$8,355 00
2. M. P. H. Casey.....	6 00	3 00	300 00	5 00	25 00	150	8,175 00
3. J. A. Devlin.....	6 50	2 00	110 00	4 75	20 00	110	7,958 75
4. John Slattery.....	6 00	2 00	180 00	6 00	20 00	40	7,560 00
5. C. C. Reed.....	6 00	2 00	125 00	4 00	35 00	100	7,400 00
6. James Everard.....	5 45	1 95	135 00	4 30	30 00	60	6,762 75
7. D. K. Gallagher.....	5 00	2 00	125 00	5 00	30 00	60	6,400 00
8. C. J. McKim.....	4 43	2 50	175 00	4 00	25 00	150	6,805 65
9. Nutt & Kearns.....	4 00	1 60	185 00	3 89	80 00	49	5,410 75

Upon completion the actual quantities were found to be : of sewer, 959 feet, an excess of four feet ; culvert, 82 feet, a diminution of eight feet ; rock excavation, 491 yards, an excess of 316 yards ; timber, 2,649 feet, a diminution of 1,351 feet. The actual cost was \$6,339.11.

The variations of quantities were the necessary results of the conditions developed as the work progressed, and the completed sewer was secured at a price lower than would have resulted from any other bid. The accepted bid was not unbalanced, the only irregular or excessive price being that for timber, \$80 per thousand feet, and the reduction in the quantity used was directly to the advantage of the city and the disadvantage of the contractor. The reduction in the culvert—eight feet in all—made a difference of twelve dollars and eighty cents, which hardly calls for further comment. The actual increase in the price of the entire work, \$929, resulted from the increased work done ; 316 yards of rock excavation at \$3.89 per yard, a price reasonable in itself and lower than that offered by any other bidder.

The circumstances and the result of this contract are altogether to the credit of the officers and to the public advantage.

11. *The Contract for a Sewer in Seventy-seventh Street, between Ninth Avenue and the Summit West.*

This contract was let March 7, 1883, to J. McKim & Son as the lowest of seven bidders. The estimate furnished by the Engineer of Sewers and the bids were as follows :

	400 feet Sewer.	450 yards Rock Excavation.	2,000 feet Timber.	Days Bid.	
1. D. K. Gallagher.....	\$12 00	\$10 00	\$30 00	65	\$9,620 00
2. T. H. Casey.....	15 00	01	01	90	6,364 52
3. T. E. Crimmins.....	8 50	4 50	20 00	60	5,715 00
4. Nutt & Kearns.....	9 00	3 13	12 00	39	5,188 50
5. B. Mahon.....	5 50	4 00	20 00	75	4,340 00
6. J. Slattery.....	6 00	3 50	28 00	48	4,223 00
7. J. McKim & Son.....	4 33	3 89	30 00	40	3,702 50

The actual quantities upon completion were found to be : of sewer 401 feet, an increase of one foot ; of rock excavation 607 yards, an increase of 247 yards. The actual cost was \$4,471.57.

The excess of rock above the estimate resulted from causes before considered, and is not unreasonable. But the variation in no way affected the city nor the bidders. The accepted bid was not unbalanced, nor were its prices unreasonable. Tested either by the estimated or actual quantities, the bid was much lower than either of the others, and the completed work cost the city not more than the fair value of the work done.

12. *The Contract for a Sewer in Eightieth and Eighty-first Streets, between Avenues A and B.*

This contract was let September 10, 1880, and executed September 24, 1880, during the term of my predecessor. But though I am not responsible for it, I am prepared to explain it.

It was let upon estimates prepared by the Engineer of Sewers, to M. P. H. Casey, as the lowest of twenty-two bidders. The estimate and bids were as follows :

	1,820 feet Sewer.	20 feet Culverts.	1 Receiving-basin.	200 yards Rock Excavation.	20,000 feet, B. M., Timber.	Days bid.	
Jas. F. Keyes.....	\$4 80	\$1 50	\$80 00	\$3 00	\$18 00	100	\$10,206 00
M. P. H. Casey.....	3 20	1 00	100 00	2 00	20 00	40	6,904 00
T. T. McQuade.....	2 75	2 00	110 00	15 00	30 00	75	9,055 00
J. F. Gallagher.....	3 98	1 50	125 00	3 00	25 00	75	8,798 60
P. J. Masterson.....	3 75	3 00	120 00	3 75	25 00	60	8,595 00
R. H. Treacy.....	4 49	1 95	100 00	2 49	20 00	90	9,568 80
P. Mulholland.....	3 25	1 00	80 00	6 00	22 00	40	7,815 00
John Phelan.....	3 95	1 75	110 00	3 50	23 00	75	8,794 00
M. H. Moore.....	3 49	2 00	100 00	4 00	17 00	20	7,711 80
C. J. McKim.....	3 44	80	90 00	3 24	20 00	69	7,690 80
Jas. J. Jones.....	3 69	1 20	85 00	3 00	30 00	50	8,224 80
John Mulholland.....	3 65	2 00	90 00	3 00	10 00	39	7,729 00
P. Crowley.....	3 95	2 00	85 00	1 50	22 00	90	8,414 00
John Slattery.....	6 50	2 50	100 00	3 00	30 00	125	13,618 00
E. Bradburn.....	5 30	1 50	95 00	4 00	20 00	150	11,571 00
W. Everard.....	4 60	2 25	120 00	3 75	28 00	150	11,153 00
F. Thielman, Jr.....	4 70	1 00	100 00	3 00	20 00	100	10,074 00
Chas. Devlin.....	3 70	2 00	100 00	5 00	16 00	50	8,394 00
W. E. Dean.....	3 82	1 20	85 00	3 90	22 00	45	8,459 40
Hayden & Curry.....	4 00	2 00	90 00	3 50	21 00	50	8,730 00
John T. Cumming.....	5 20	2 00	125 00	3 75	25 00	200	11,679 00
T. F. Kane.....	3 81	1 00	75 00	3 35	16 49	45	8,208 80

Upon completion the actual quantities proved to be 1,824 feet of sewer, an excess of four feet ; 1,435 yards of rock excavation, an increase of 1,235 yards ; 10,560 feet of timber, being a diminution of 9,440 feet. No culvert and no basins were required, a diminution of \$120. The actual price paid was \$8,918.

The increase of rock was actual, and had to be paid for. The under estimate of the engineer was the result of causes already considered, and resulted altogether to the advantage of the city. Had the full amount of rock been known and estimated no such low price as that stated in the accepted bid, \$2 per yard, could have been obtained. The contractor undoubtedly lost money in this excavation, and protested against being compelled to complete it. If any one has reason to complain of this contract, it is not the public or any one regarding the public interest.

The only one of the twelve contracts remaining for consideration is one not yet completed.

*The Contract for Regulating Ninety-fifth Street, from Tenth Avenue to Riverside Drive.*

The preliminary estimate for this work was prepared by Mr. Herman K. Viele, City Surveyor. Thirteen bids were received and opened June 6, 1883, and the contract with John Brady as the lowest bidder, was executed July 31, 1883.

The bids and estimates were as follows :

	1,930 yards Earth Excavation.	21,540 yards Rock Excavation.	2,850 feet Curb.	10,125 feet Flagging.	Days bid.	
1. J. D. Miner.....	\$0 40	\$1 69	\$0 01	\$0 01	200	\$37,904 35
2. J. H. Sullivan & Co.....	25	1 35	55	27	300	34,762 75
3. T. H. Casey.....	4 00	1 00	50	25	310	34,146 25
4. J. McKim & Son.....	30	1 25	90	24	470	33,909 00
5. M. Jackman.....	2 26	1 15	52	23	300	33,843 50
6. William Phelan.....	30	1 30	60	25	200	33,422 25
7. M. J. Kane.....	3 25	1 00	59	23	275	32,647 75
8. Henry Tone.....	12 00	10	50	22	350	30,016 50
9. James Reilly.....	13 95	01	01	01	350	28,318 65
10. J. Slattery.....	13 50	01	01	01	200	27,256 65
11. M. Fogarty.....	1 30	80	50	24	300	24,496 00
12. M. H. Foley.....	11 00	00 1/2	01	01	60	21,647 50
13. J. Brady.....	8 00	00 1/4	00 1/4	00 1/4	50	15,676 28

As yet the work under the contract is incomplete, but enough is known and shown to indicate an enormous error in estimate and an excess of cost.

The first two certificates of the engineer upon the work done show that 5,500 yards of earth (3,620 more than the entire estimate) have been excavated, and only 1,000 yards of rock. The amount thus certified as earned is \$44,002.50, of which there has been paid only \$30,801.75.

The circumstances of the transaction were as follows :

The bids being opened, attention was of course excited by the character of the lowest bid, and before proceeding further the Surveyor was requested to make borings to verify his estimate. He proceeded to do so and made the following report :

NEW YORK, June 25, 1883.

FREDERICK H. HAMLIN, Esq. :

DEAR SIR—The result of some thirty-two borings taken on the line of Ninety-fifth street, between Tenth Avenue and Riverside Avenue, show, approximately, about 2,500 cubic yards of earth. I do not think the actual result will vary materially from this.

Very truly yours,

EGBERT L. VIELE,  
for HERMAN K. VIELE, City Surveyor.

Upon this reiterated declaration by a surveyor of such high repute, given after measurements and tests applied with a knowledge of the doubt existing and to settle those doubts, it was supposed to be proper to proceed with the execution of the contract, especially in view of the fact that according to this revised estimate of the engineer Brady's bid was still the lowest, and of the further fact that at that time I was not aware that I had any power to reject the bid.

These are the circumstances of the transaction, and until the completion of the contract and the ultimate determination of the rights of the city and the contractor any further statement is premature.

The result of this scrutiny of these twelve named contracts is to show that for two (4 and 12) I have no responsibility, they not having been let by me ; for nine (1, 3, 5, 6, 7, 8, 9, 10, 11) I have



offered what I believe to be a satisfactory explanation, showing that in at least five instances (7, 8, 9, 10, 11) the result was advantageous for the city; and for the remaining one (2) I have made a special statement.

It now remains to present an explanation in respect of the

#### GENERAL CHARGES PUBLISHED UPON DECEMBER 9, 10, 12, 19 AND 21.

Upon December 9 it was charged in the same morning journal that extraordinary variations existed in the prices paid by this Department for similar classes of work, and that the existence of such variation necessarily implied improper procedure in the letting of contracts. The names of several contractors were given without a specification of the particular improvement for which the contract was let. So far as the references of the charges are intelligible, they are met and explained in the following statement:

1. The references to the prices paid John Brady, Michael Finn and D. K. Gallagher concern contracts embraced in the list already considered, and need no additional discussion.

2. The charge that J. D. Moore was paid \$10 per cubic yard for rock excavation is in respect of a contract in which the total amount of excavation was not over twelve yards of rock upon a sub-grade over which flag-stones were to be placed, and consisted almost entirely of surface excavation, which could not be removed by blasting, but had to be chiseled out; the whole cost of excavation was \$120. Upon the estimates and the final returns alike, Mr. Moore was the lowest bidder.

3. It is stated that other contractors have been paid \$2 to \$6 per yard, for rock excavation, for which a fair value was established by the Assessment Commission at less than \$2 per cubic yard. This statement is misleading. While it is true that certain classes of rock excavation can be fairly accomplished for \$2 per cubic yard, it is not true that excavation in sewer trenches can be done at that rate. In this class of work, for many years, \$4 has been considered the minimum, or considered a reasonable rate of charge for ordinary work, while the actual cost to the contractor of excavating rock in a deep trench, not infrequently reaches \$10 or \$12 per yard. The conclusion of the Assessment Commission had no reference to these classes of excavation.

4. It is said that in street paving contracts, Thos. Gearty was paid \$3.48 a square yard. As this is the sum which was paid to Mr. Gearty, in respect of the pavement of Forty-third street, from Second to Third avenue, that is probably the contract referred to. This price was fixed according to law, the contract being let by public competition, and this being the lowest price offered, there was no reason for its rejection. The work was completed at about \$60 less than the estimated cost. The apparently large price of the pavement resulted from the fact that granite blocks were used and the contractor was required to remove as part of the pavement, the sub-grade rock which had not been entirely removed when the street was regulated, some years before I came into office.

5. It is stated that Mr. W. A. Cumming was paid \$2.95 per cubic yard, for pavement. This probably refers to the contract for the trap-block pavement upon Seventieth street, from First to Second avenue, where there existed exactly the same state of facts as that last mentioned.

6. It is stated that Charles Guidet received \$2.47 per yard for pavement. This probably refers to granite pavement upon One Hundred and Twenty-first street, from Fourth to Madison avenue. In this case the facts were similar to those before stated, and Mr. Guidet was much the lowest of the bidders (three in number), the other two bids being respectively for \$2.98 and \$3.03.

7. It is stated that other contractors for pavements received only \$1.56 and \$1.57 per square yard. In respect of these allegations it may be said, that while in some instances pavements have been obtained for these prices, the instances are rare; the price being exceptionally low and dependent upon particular circumstances. The contracts specifically referred to can hardly be identified from their meagre description. All contracts let at the close of the season are invariably awarded at prices lower than those obtained earlier in the season, and these will probably be found to have been late contracts.

8. It is stated with reference to receiving basins that J. Phelan was paid \$165, while John McKim & Son furnished basins of the same kind for \$100. The explanation of this charge is one which will properly be furnished in respect of many others, viz.: That these are prices designated and selected in respect of one particular item out of a number involved in the contract. No receiving-basins have been purchased separately at \$165 nor at \$100, but particular contracts for particular improvements have been let to the lowest bidders who have made up their aggregate bids by ascribing varying values to particular parts of work. Nothing can be more misleading than the suggestion that out of different contracts prices for particular items furnished under one contract may be selected for comparison with prices for similar items furnished as parts of another contract; and that because in one instance the particular article has been purchased at one price that it should in another have been accepted at a higher price. As was observed by Chief Judge Church in the matter of the New York Protestant Episcopal School (75 N. Y., 324-327).

"Prices for different kinds of work are often fixed arbitrarily and always with a view of securing the contract by making the aggregate the lowest bid; but the aggregate sum is the compensation for the whole work. The price of one kind of work may be double its value, and another without any price; but it cannot be said that the latter cost nothing for the purpose of securing reimbursement for actual benefits. In such cases the excess of prices for some of the work would perform other work where no price was specified."

So in the case under consideration, and in all similar cases it may be said, that the fact that the price for one class of work in a given contract is different than that for a similar class of work in another contract, means absolutely nothing. The only basis of comparison is the price bid for the work as a whole.

9. It is said that one contractor was paid \$40 per thousand feet for timber which another furnishes for \$20. This statement is subject to the same explanation as that last given.

10. The statement is made that estimates were often fictitious, and that this was known to contractors and by means of this knowledge they were enabled to get enormously high rates for work, while contractors who did not know the inside facts were prevented from securing such contracts. I have no knowledge that any fictitious estimate was ever made, nor do I know of any case in which the contractor was acquainted with the inside facts, except as he might have obtained such knowledge in the course of his experience and observation as a contractor. I have never known of any instance in which anyone connected with the Department, either intentionally prepared a misleading statement, or communicated to any contractor or bidder information concerning estimates.

11. Reference is also made to contracts of John Brady, Michael Finn, Thos. F. Kane, D. K. Gallagher and John Slattery, which have already been considered, and to further contracts of Vincent Clark, John Reilly, and J. W. O'Grady. These three contracts may be separately considered:

A. In respect of Vincent Clark's contract, it is said that the total amount of the bid was \$4,818, while the cost to the city was \$5,917. This contract for regulating and grading One Hundred and Fifty-third street, from Tenth avenue to the Boulevard was made June 14, 1882, upon estimate prepared by Mr. J. McIntyre Smith, City Surveyor. The excavation was of a bank upon the south side of Trinity Cemetery, which at its western extremity showed a rock basis. From the best attainable information and his own observation, the Surveyor was of opinion that the rock was continuous, which proved not to be the fact. Upon completion, it resulted that, as compared with the preliminary estimate, there was an increase of earth excavation of 1,366 yards, and a decrease of rock excavation of 1,339 yards; and the bid being unbalanced, these facts account for the \$1,100 increase in the cost to the city. But even at this rate, the completed work was lower than seven of the eleven bids.

B. It is said that James Reilly's contract for \$10,934, resulted in a cost to the city of \$12,450. This work was done upon estimates furnished by Mr. Charles H. Haswell, City Surveyor. There being no reason to suppose that the estimates were wrong and the rock price—\$2.19½ per yard—not being unduly high, there was no reason or power to withhold the contract from Reilly, who was the lowest bidder, the contract being made before April 1, 1883.

C. It is stated that J. W. O'Grady's bid of \$2,286, cost the city \$15,178, an increase of some \$13,000. No such contract as this is known of in this Department, and I doubt the existence of any such contract.

12. A list of twenty-five contracts is printed, embracing at least eight which have already been considered, and the prices of several classes of work in each of these contracts is printed with the expressed purpose of giving a clear idea of widely varying sums paid for similar kinds of work. I have already shown how absolutely misleading such a table as this is; and by citation from the opinion of the Court of Appeals have shown that it is the aggregate price upon each contract, and not the several prices for the classes of work involved, which determine what parts of the work have actually cost. The presentation of the prices stated in this table, as those paid for several classes of work instead of the presentation of the entire cost of the contract involved, is as preposterous as it would be to compare the values assessed upon property for the purpose of taxation with the prices of such property as actually sold in the market. The price proposed for the several items of a contract have no significance, except when in their aggregation they are compared with the aggregate of prices offered by other bidders for all parts of the same work; and a knowledge of the quantities involved in the contract is as necessary to this understanding as a statement of the prices bid.

13. Upon the 12th instant there was published a further list of thirty-five contracts, of which three have already been considered; but whether thirty-five or more of such contracts were newly presented in such a statement, the statement itself would be meaningless, giving reason for neither criticism or explanation for the reasons already considered. The prices were stated in the contracts for an entire improvement; the cost of the different items may be distributed or accumulated on one or more items, and the others correspondingly diminished, for no statement is given of the quantities involved.

14. A similar statement with reference to twenty-two contracts published upon the 12th of December, is similarly misleading and meaningless.

15. Special attention may be paid to one of the contracts mentioned. That of Nutt & Kearns, who made a bid for an absolute number of feet of sewer, at \$7.50 per lineal foot, and in the same bid offered to furnish receiving basins at three cents, timber at two cents per foot, and culvert at one cent a foot; the fact being that for each of these three items the bid was one cent each. It is suggested that this bid was unfair. On the contrary, such a bid is the most easily determined, and the

least of all likely to lead to loss to the city. The contractor here concentrates the entire cost of the work upon the item in which the quantities are substantially incapable of variation, thus making what is in fact a lump bid, and undertakes to accomplish the work as an entirety at a given price, taking the risk of variation of quantities. Where such a bid as this is actually lower upon the opening of proposals than the other bids, based upon the estimate of quantities, it generally results to the advantage of the city.

16. The price of \$12.80 per lineal foot of sewer, paid to Vincent Clark upon the contract awarded May 8, 1883, is similarly explained. Here there was concentrated upon the sewer price the cost of all the work, excepting the furnishing of receiving basins. The contract has now been completed, and has resulted entirely to the advantage of the city. The aggregate price of the sewer being reasonable, and Mr. Clark's proposals being the lowest, not only upon the preliminary estimate, but when considered in reference to the actual quantities of work done.

17. The same explanation applies to the price of \$10.80 per lineal foot of sewer in the contract awarded to J. McKim & Son upon June 6, 1883. The price bid for the separate parts of the work were merely nominal, and a lump sum proposed for the entire work; McKim & Son were the lowest bidders, were entitled to the contract, and upon all the information then accessible it was clearly apparent that the acceptance of their bid was altogether to the advantage of the city.

18. In the statement there appears for the second time a published reference to a contract made June 6, 1883, with J. Phelan, already considered before. In fact, such repetitions as these are of frequent occurrence throughout all the statements; the aggregate list of contracts being swelled by at least twenty-five or thirty such repetitions. Some of the twenty-two contracts specified by name are not yet completed, but of the eight or nine completed at least seven are to the advantage of the city.

19. Reference was made upon the 12th inst. to seven contracts, in respect of which it was charged that unbalanced bids had been accepted since the provision of the Consolidation Act authorizing the rejection of bids. These may be separately considered:

A. Of these contracts it may be stated in reference to two, that let to John Phelan August 9, and that let to J. D. Miner October 24, 1883, that the state of the work does not justify any criticism of these bids as improper. There is nothing to indicate or to give ground for belief that either contract will result other than to the benefit of the city.

B. The two contracts specified as having been let August 9 to Thos. Murray, and October 4 to J. B. Devlin, are not based upon unbalanced bids. Each of these contracts is for flagging, in which the amount of earth to be excavated is perfectly apparent before the opening of bids, and is so inconsiderable that merely nominal prices are fixed by the bidder. In neither instance does the total amount of excavation reach two dollars. The item is wholly insignificant.

C. The contract specified as having been made August 22 with Michael Fay, in which the price of 1 cent per yard for earth excavation and \$1.30 per yard for rock excavation is bid, is not an unbalanced bid. It is a case in which the price for each class of work involved is exceedingly low and altogether to the city's benefit. The amount of earth excavation is very small (fifteen yards) and the price merely nominal.

D. The two contracts specified as having been made August 22 with J. S. Masterson and J. Slattery were not based upon bids that are unfair or unbalanced. In each of the contracts the prices proposed for each class of work to be done is consistently and harmoniously fair, and there is no chance or opportunity of injustice to the city or the property owners from the execution of either of these contracts. In Masterson's contract the price bid for rock (\$2.20) is not unreasonable, while the price bid for earth (20c.) is exceedingly low, and can operate only to the benefit of the city. In the Slattery contract the price bid for earth excavation (40c.) is not high, and the price bid for rock excavation (\$1.60) is below the medium. The relation between the prices of these two classes of work is that which was recognized and enforced in this Department for many years, so long as the Courts permitted.

20. Twenty-five contracts for pavement were published upon December 12, as indicating a great variation in the price paid to different contractors for work of this class. Of these contracts, three—those with Guidet, Gearty, and Cumming—had already been previously mentioned, and have been explained before.

With reference to the remainder it may be said that the extreme variation in the price of granite-block per square yard is from \$1.86½ to \$2.43. This variation is not unreasonable nor larger than may be justified by the circumstances of each particular case. The location of the improvement has much to do with the price to be paid for its performance; a longer haul of paving stones and material being necessary in some cases than in others. The extreme variation of the trap-block pavement is from \$1.57 to \$1.93, except that in one instance the price of \$2.25 per square yard was paid. The same explanation applies to these cases, and in all these instances it may be said that these are prices which were fixed not by the Department, but by the provision of law requiring the contracts to be let upon sealed bids. The price bid in each instance was that which was the lowest attainable at the time, and there was not then, nor is there now in respect of any of these contracts, any evidence that the execution of the work could have been obtained at a less price, nor was there anything in the amount of the price to have justified its rejection.

21. Special reference was made on the 12th instant to a contract made in November, 1881, with John Brady, for regulating and grading in Eighty-eighth street, in which it is stated that the total of Brady's bid was \$9,180, and that the amount so far earned is \$24,120, or 162 per cent. more than the bid. This contract was let in 1881 upon estimates prepared by City Surveyor General Egbert L. Viele. At the time of the preparation of the estimate a law for the changing of the grading of this street was in contemplation. A bill to that effect was in the Legislature, but was vetoed by the Governor. In the succeeding year the bill was passed and was signed by the Governor. Thus it resulted that after the beginning of the work the quantity of work necessary to be done was increased in consequence of the passage of the law changing the grade of the street. It appearing that the quantities of work actually performed were rapidly exceeding the original estimate, the Surveyor was called upon for an explanation; and in answer made the following communication:

(Copy.)

NEW YORK, February 13, 1883.

G. A. JEREMIAH, Esq., Superintendent Street Improvements:

DEAR SIR—The original estimate for the regulating and grading of Eighty-eighth street, from Tenth avenue to Riverside avenue, called for 4,920 cubic yards of rock and 1,730 cubic yards of earth excavation, and 3,280 cubic yards filling. In this estimate the sub-grade excavation was not included. The change of grade then under discussion would obviate a large portion of this excavation below the grade, and had the bill, passed by the Legislature to that effect, not been vetoed by the Governor, this would have been saved. When the bill was again passed, the following year, the contractor had actually fulfilled that part of the contract, and the amount of work done by him, including the excavation below the grade, was 1,730 yards earth and 7,087 yards rock, being a little more than 2,000 yards of rock excavation that would have been saved had the bill not been vetoed on its first passage. The act for changing the grade having finally become a law, the additional amount of excavation called for was:

2,781 yards of earth,  
6,858 yards of rock,  
Being a total of—  
4,511 yards of earth,  
13,945 yards of rock.

The increased depth of excavation necessitated an increase of width at top in earth and loose rock in order to prevent the street from being filled up by the sliding and falling of the sides through the action of the elements. About 1,000 yards of rock remaining to be done to complete the work.

Very respectfully,  
(Signed) EGBERT L. VIELE.

22. Upon December 19, thirty-seven contracts for regulating and grading streets, and forty-six contracts for constructing sewers were set forth with the view of showing a difference in the price paid for the separate classes of work of a similar description in the several contracts. Many of these contracts are those which have already been considered, and in reference to all of them it may be stated as before, that the diversity of prices for a specified class of work in several different contracts has no significance whatever.

23. Upon December 21, three additional contracts were specified as indicating irregularities in the Department, which may be separately considered.

A. It is said that in the small contract given to Edward Bradburn for receiving-basins in Seventy-third street, 53 per cent. more than the total bid was paid, and that the final returns show two hundred yards of rock excavation in place of thirty yards as estimated. The fact is that the estimated cost of the contract being \$800, the actual cost was \$1,359. The difference in the cost is accounted for in the increased work, and the price of the contractor being below the average the result of the work actually performed was entirely advantageous to the city. Bradburn's bid for the work was the lowest, whether tested by the preliminary estimate or the quantities actually completed.

B. It is stated that on another small contract given to Thos. Murray for grading and flagging in One Hundred and Thirtieth street, 42 per cent. more was paid than the amount of the bid, the estimate calling for three thousand five hundred feet of flagging, while six thousand nine hundred and thirty feet were paid for by the city. The fact in this case is that the measurement of one side only of the street was included in the estimate. The fact, however, was entirely unimportant, as the work was paid for by the square foot of flagging actually furnished, and the relation of the bidders would not have changed by this variation of the quantities. No payment was made except for work actually done, and the entire cost was reasonable and at a price lower than that offered by any other bidder. The price bid for the estimated quantities of flagging in this case was so small that no diminution would have resulted upon a bid for the quantity actually used.

C. Question was also raised, on the 21st instant, in respect of the improvement of Morningside avenue.



Work upon this improvement was originally begun in July, 1872, and a large amount of work done, especially in the construction of retaining walls. That work, however, was discontinued in April, 1873, and not much was done after that until the present contract was made, June 26, 1882, with J. W. O'Grady as the lowest of nine bidders, upon May 17, 1882. There is, undoubtedly, a very considerable variation between the quantities of earth excavation, filling and of masonry actually done in comparison with the original estimates, and there is some variation in the quantities of rock excavation. The principal cause of variation is the existence and alteration of a lofty retaining wall upon the edge of a steep declivity which since the inception of the work in 1872 has undergone some change, and as to which the views of the Commissioners of the Department of Parks have also been modified. Information and explanation concerning these points of the work were sufficiently given by me to the Comptroller in September, 1883, in a communication, of which the following is a copy:

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE, No. 31 CHAMBERS STREET,  
NEW YORK, September, 1883.

Hon. S. HASTINGS GRANT, Comptroller:

SIR—In answer to your letter referring to the excess of the quantities of work done and to be done under the contract for regulating and grading, etc., Morningside avenue, from One Hundred and Tenth street to Tenth avenue, over the amounts stated in the preliminary estimate, I beg to say as to the retaining wall, that:

At the time that the preliminary estimate was made it was believed that the Department of Public Parks would build certain bays or bastions at certain points or intervals in the retaining wall, in such manner that no wall would have to be built at these places under the contract made by this department. After the contract was awarded, the Department of Public Parks concluded to build these bays in a different manner, so as to make them available as receptacles for tools and other property, and necessitating the building of stone walls back of them. This contingency was provided for by a special clause in the contract, stating that the contractor should do the additional work required of him, at the prices named in the contract.

Preliminary estimates for this class of works are approximate only, because the Department has no means to make the necessary explorations of the ground to ascertain its exact character, and the surveyor or engineer is compelled to make his estimate from surface appearances.

In this case the retaining wall, which is on the edge of a steep declivity, had to be built in the most substantial manner to guard against the possibility of its failing and carrying down with it the elaborate and expensive masonry which is to be constructed thereon.

In the progress of the work it was ascertained, that it was necessary to excavate the ground in some instances to a greater depth than was anticipated, in order to secure a proper foundation and to have the wall of greater thickness. At one place the excavation for foundation had to be made fourteen feet deep and the wall here is fifty-six feet in height.

It was also ascertained that portions of the wall which had been built prior to the contract in question, and which to outward appearances were sufficiently strong to answer all purposes, had to be taken down and rebuilt. On joining also the buttresses with the retaining wall it was found necessary to tear down, to a certain extent, old work to make a sufficiently strong bond. The amount of work required to complete the wall over and above the amounts returned in the last estimate referred to in your letter, is about three thousand cubic yards of masonry. As to the amount of filling referred to in your communication, I refer you to my returns by which you will see that no estimate for filling in this avenue has as yet been made. It might be well to call your attention to the fact that in the completion of an extensive and elaborate piece of work like this begun over ten years ago and remaining in an unfinished condition for a number of years, it is not unimportant that other and unusual work than that which could be expected becomes necessary before the improvement is finished.

Very respectfully,  
(Signed) HUBERT O. THOMPSON, Commissioner of Public Works.

In the progress of the work after its resumption in 1882 the fact was developed that the wall referred to in some places required that abutments should be built against it and bonded with it, and that in several places the wall itself should be taken down. As it is, the contract which is now nearly completed will have to be suspended until a piece of wall 800 feet in length and of considerable height shall have been removed and replaced by a more substantial structure. The statement in reference to the increased quantity of earth excavation is supposed to have resulted from an inclusion of a quantity of old wall removed and the earth in connection therewith, in the quantity of earth cutting, and is to be explained as follows:

The engineer in charge of the work in making his monthly estimates of earth cutting included as such the quantity of old wall removed and the removal of earth in connection therewith; but as he was instructed in September last, none of this excavation will be allowed as such in the final estimate, and the apparent discrepancy between the quantity of earth excavation to date and that originally estimated will be entirely rectified. The contract amply provides for the adjustment of such a difference as this in the final payment through the retention of thirty per cent. of the amount earned. In the present case more than this amount has been retained, and nothing will be allowed the contractor for the cost of tearing down the old wall or removing the earth about it. Consequently the price for rebuilding wall is properly about the same as that for new wall furnished and built in this case, inasmuch as a large quantity of new stone will be required in the rebuilding. The work itself has been done in the most admirable and substantial manner and has evoked praise from all who have seen it. Though the final cost of the contract will be much more than the original estimate much more work will have been done than was originally estimated.

I may now resume a form of

#### GENERAL STATEMENT.

Reference has been made, from time to time, to what is called "suppressed testimony" concerning this Department, taken in the investigation before the Committee on Cities of the Senate, under a resolution adopted in March, 1882. What is meant by "suppressed" testimony I do not know. The testimony was taken publicly before the Legislative Committee, and in order that it might be furnished promptly and accurately, I caused it to be printed from day to day, as the investigation proceeded, and copies were furnished to the members of the Committee and all the representatives of the press who desired. In fact, the very publication of this testimony was made a subject of criticism in one of the morning journals of this city in January last. It is easy to see that such a publication of the testimony would hardly have been made had it been intended to suppress it. The testimony taken before that Committee is fully sufficient to dispose of all the charges then presented, and not one member of the Committee before whom it was taken, whatever his politics, was of the opinion that the charges were justified.

Further reference is made to several matters which were fully covered by my communication to you, dated March 24, 1883, of which I append a copy. The stress of the charges to which that answer was made was laid upon alleged evasions by me of the requirement that all contracts involving an expenditure of more than \$1,000 should be let upon sealed bids and proposals.

In answer to that suggestion I made a quotation from the case of Francis Swift against the Mayor, which has since been understood by some to be a case involving simply a question of salary. This was not the fact; in that case Mr. Swift undertook the work of removing certain garbage from the city, and for the service of removing such garbage, which was a continuous service, involving the supply of material and men, he was paid under a contract made without public competition the sum of \$800 per month. It was clear that the result of the contract was likely to involve the expenditure of more than \$1,000 and yet the contract was held by the Court of Appeals to be no violation of the law.

The items in respect of which it is stated that the law has been thus disregarded by me have been: First—Special orders given to Richard A. Cunningham for the repairs of sewers and the restoration of the pavement over openings made by plumbers; and, Second—Orders for the supply of coal.

As to the orders to Mr. Cunningham for the restoration of openings, I have nothing to add to the answer which I made to you on March 24, and which to me seems to entirely cover the subject.

With reference to the orders for the repair of sewers, I have to say, that in each instance such orders have been given by me with due regard to the interest of the city and the property owners, and I believe in every instance the result has been to the public advantage.

In illustration of the force of this statement I herewith submit a diagram of the repairs to the sewer in Fifty-sixth street, between Fifth and Sixth avenues, in which the work was done in about equal parts, under a contract let to the lowest bidder and under orders given to Mr. Cunningham. The easterly part of the work done under the contract cost at the rate of \$10.13 per foot, or if rock be deducted, \$9.48 per foot, while the westerly part of the work, being that under Mr. Cunningham, cost \$9.24 per foot. So far as there was any differences in the character of the work done, they were altogether in favor of the contractor who received the work at public letting and against Mr. Cunningham.

This is a case upon which some stress has been laid in former charges, and I am glad to have this opportunity of presenting an illustration of the fact which has been plain to me and to my predecessor, that no better or cheaper work has been done for the city than has been done by Mr. Cunningham under the system of orders.

In this particular improvement the length of the sewer constructed under the public contract was 519 feet. Its average depth 17 feet, and its cost \$5,258.60; the excavation being generally in good earth with very little rock, and the cost per foot \$10.13.

The length of the sewer repaired by Mr. Cunningham was four hundred and ninety-three feet, of the average depth of fifteen feet, at the total cost of \$4,556.29, being \$9.24 per foot. The character of the excavation under Mr. Cunningham, except for about one hundred feet of the shallowest part, was exceedingly difficult and expensive, consisting of large pieces of broken stone thrown in promiscuously, with gaps between the stones; a portion of the work under the elevated

railroad in Sixth avenue requiring exceptional care and expense. These repairs also called for a strong, close, water-tight foundation of concrete under the sewer. Making due allowance for the difference in depth, the character of the excavation and the nature of the work, the repairs to the sewer were worth more per foot than the contract work. The orders given to repair the sewer were not all given in one year, but at various times, from 1880 to 1882, as the occasion for repair developed itself.

In respect of orders for the purchase of coal, I refer to the answer made to you on the 24th of March last, and to the evidence given before the Senate Committee on Cities in 1882.

With reference to certain suggestions concerning the Croton Water Bureau, I am glad to have the opportunity of presenting a record showing that during the present year I have collected as water revenue \$1,866,009.36, being more than two hundred thousand dollars in excess of any collections ever made in a similar length of time by any of my predecessors. I submit a schedule showing the annual revenue for water from April 11, 1870, to date.

#### Revenue from Croton Water.

From April 11, 1870, to April 10, 1871.....	\$1,206,383 79
" 11, 1871, " 10, 1872.....	1,353,591 59
" 10, 1872, " 30, 1873.....	1,439,349 39
" 30, 1873, to December 31, 1873.....	1,386,132 41
From January 1, 1874, to January 1, 1875.....	1,477,277 06
" 1, 1875, " 1, 1876.....	1,444,256 71
" 1, 1876, " 1, 1877.....	1,478,281 00
" 1, 1877, " 1, 1878.....	1,470,329 60
" 1, 1878, " 1, 1879.....	1,606,509 29
" 1, 1879, " 1, 1880.....	1,618,722 50
" 1, 1880, " 1, 1881.....	1,560,598 57
" 1, 1881, " 1, 1882.....	1,510,791 77
" 1, 1882, " 1, 1883.....	1,647,183 25
" 1, 1883, to December 24, 1883.....	1,866,009 36

From this schedule it will appear that the suggestion made that in 1879 and 1880 my predecessor collected a larger sum than I did in 1881 and 1882 is misleading; while schedule shows that during each of the years 1882 and 1881 the revenues were less than in 1879 or in 1882. The falling off in each of those years (of which one was during my predecessor's term) is explained in the reports of the Department for the years 1880 and 1881. It resulted, first, from the extensive application of water meters in 1879, 1880 and 1881, by which the payment of many water rent accounts was changed from the beginning of the year to the period after the water had been used and measured; and, second, from the fact that from April, 1880, the rate of water furnished through meters was by my predecessor reduced from 15 cents to 7½ cents per 100 cubic feet, which rate, in April, 1881, I increased to 10 cents per 100 cubic feet, which has continued to be the price.

The further charge was made that though building operations had increased during the past few years that the amount of revenue collected for water furnished for building purposes had diminished. The untruth of this allegation is shown by the following statement of receipts for water furnished for building purposes:

1879.....	\$18,687 34
1880.....	19,175 16
1881.....	26,340 70
1882.....	26,904 60
1883, to date.....	27,539 00

In respect of a charge concerning the identity of sureties and contractors it is enough to say that the adequacy and sufficiency of the qualifications of sureties are matters solely within the jurisdiction of the Comptroller and not of the Commissioner of Public Works. I do not, therefore, consider it necessary to pay any attention to this suggestion.

#### CONCLUSION.

At this great, though necessary length, I have explained, and, as I believe, have furnished an answer to every detail of the published charges affecting the conduct of the business under me.

I have not referred, nor do I propose to waste time in references to some general and unjustifiable allusions of a personal nature. Some of these are so utterly devoid of truth that I can hardly resist the belief that they and the charges associated with them have been promulgated to gratify some personal or political resentment rather than a sentiment of regard for the public good.

One case will serve in illustration of all:

It is charged that during a considerable part of the session of the Legislature of 1883 I was not at my office, but at Albany, endeavoring to promote legislation concerning the aqueduct, and in opposition to your views. The object of my alleged visit is thus stated so clearly as to make it certain that the session of 1883 is particularly meant. Now, the truth is, that during that session of the Legislature I was not in Albany one single minute. In former years I have been in Albany for sufficient reasons, but the charge as to the year 1883 is made so circumstantially and so falsely as to indicate utter indifference to truth on the part of the one making the charges.

I have presented my statement not as an apology for my course, but in answer to malevolent charges. I recognize the right of the public to know what is being done by its servants and to insist upon fidelity to the public interests in the administration of public office. I display the record of my administration, and upon it I am content to rest for just consideration.

I am, sir, very respectfully yours,

HUBERT O. THOMPSON,  
Commissioner of Public Works.

#### SCHEDULE "A."

##### CONTRACTS MADE AND COMPLETED DURING THE YEARS 1881, 1882 AND 1883

(Bids for which were opened at Public Letting).

##### Regulating and Grading Contracts.

DATE OF CONTRACT	LOCATION OF WORK.	ESTIMATED COST.	FINAL COST.
1881.			
June 10..	Regulating and grading Eighty-first street, Boulevard to Riverside Drive	\$8,880 90	\$8,614 05
" 13..	Regulating and grading Ninety-eighth street, Third to Fourth avenue...	8,205 00	27,571 25
" 23..	Regulating and grading One Hundred and Twenty-first street, Sixth to Seventh avenue.....	3,351 00	3,439 26
July 5..	Regulating and grading Ninth avenue, Eighty-first to One Hundred and Tenth street.....	21,518 50	21,398 81
" 5..	Flagging Eighty-first street, Eighth to Ninth avenue.....	1,569 20	1,362 40
" 9..	Regulating and grading Seventy-fifth street, Tenth avenue to Riverside Drive.....	10,878 20	10,416 68
Aug. 4..	Regulating and grading One Hundred and Fifty-seventh street, Tenth avenue to Kingsbridge road.....	1,528 80	1,520 60
Sept. 6..	Regulating and grading One Hundredth street, Third to Second avenue..	3,546 20	4,172 78
" 13..	Regulating and grading One Hundred and Seventy-fifth street, Tenth avenue to Kingsbridge road.....	28,398 50	27,180 48
" 14..	Regulating and grading One Hundred and First street, Ninth to New avenue.....	5,912 50	5,870 58
Oct. 26..	Regulating and grading One Hundred and First street, Second to Third avenue.....	5,307 00	5,651 55
" 31..	Regulating and grading One Hundred and Nineteenth street, Sixth to Seventh avenue.....	7,219 90	6,824 91
Dec. 30..	Regulating and grading One Hundred and Fifteenth street, Tenth avenue to Morningside Park.....	5,774 85	6,659 63
" 31..	Flagging One Hundred and Nineteenth street, Sixth to Seventh avenue..	3,300 00	3,241 92
" 31..	Regulating and grading One Hundred and Sixteenth street, Tenth avenue to Morningside Park.....	10,813 60	7,283 14
1882.			
Jan. 4..	Regulating and grading One Hundred and Twelfth street, Sixth to Seventh avenue.....	4,946 00	4,258 40
" 4..	Curbing and flagging One Hundred and Twenty-second street, Sixth to Seventh avenue.....	2,703 10	2,600 18
" 6..	Regulating and grading One Hundred and Thirteenth street, Fifth to Eighth avenue.....	38,541 20	38,814 29
Mar. 30..	Flagging Eighty-third street, Eighth avenue to Boulevard.....	3,574 29	3,491 59
April 6..	Regulating and grading One Hundred and Sixth street, Madison to Fifth avenue.....	1,213 80	1,218 29
" 6..	Regulating and grading One Hundred and Eighteenth street, Sixth to Seventh avenue.....	5,338 00	5,363 53
" 19..	Regulating and grading Ninety-eighth street, Second to Third avenue..	3,750 00	3,753 34
" 21..	Regulating and grading Ninety-third street, Boulevard to West End avenue.....	2,884 60	2,057 12
" 25..	Regulating and grading First avenue, Ninety-second to One Hundred and Ninth street.....	20,651 80	21,242 43
May 3..	Regulating and grading Eighty-seventh street, Tenth avenue to Boulevard.....	2,345 60	2,345 66
" 3..	Regulating and grading One Hundred and Fifth street, Third to Fourth avenue.....	1,323 20	1,257 16
" 22..	Regulating and grading One Hundred and Fifteenth street, Boulevard to Riverside Drive.....	7,891 50	7,454 76
" 29..	Curbing and flagging One Hundred and Sixth street, Fourth to Madison avenue.....	1,660 40	1,664 92



DATE OF CONTRACT	LOCATION OF WORK.	ESTIMATED COST.	ACTUAL COST.
1882.			
May 19..	Regulating and grading One Hundred and Fifth street, Fourth to Fifth avenue.....	\$4,165 75	\$3,975 25
June 3..	Regulating and grading One Hundred and Fifty-ninth street, Tenth to Eleventh avenue.....	8,329 00	8,589 18
" 5..	Curbing and flagging One Hundred and Thirteenth street, Fourth to Fifth avenue.....	2,054 60	2,991 04
" 5..	Curbing and flagging One Hundred and Seventeenth street, Fifth to Sixth avenue.....	3,277 50	3,273 76
" 12..	Regulating and grading Seventy-first street, Boulevard to Eleventh avenue.....	4,783 50	5,555 79
" 13..	Regulating and grading Eighty-ninth street, Eighth to Tenth avenue.....	27,538 00	27,923 54
" 13..	Curbing and flagging Eighty-seventh street, Eighth to Tenth avenue.....	5,811 28	5,816 06
" 14..	Regulating and grading One Hundred and Fifty-third street, Tenth avenue to Boulevard.....	4,818 20	6,094 33
July 24..	Regulating and grading Avenue B, Eighty-sixth to Eighty-seventh street.....	1,697 00	1,619 60
" 24..	Regulating and grading Eighty-second street, Avenue B to Avenue A.....	1,231 16	1,245 81
Aug. 19..	Regulating and grading Sixty-second street, Tenth to Eleventh avenue.....	4,922 10	15,484 40
" 29..	Regulating and grading One Hundred and Twenty-third street, St. Nicholas to Ninth avenue.....	3,580 75	3,581 57
Sept. 18..	Gansevoort Market.....	18,688 60	16,139 94
Oct. 3..	Regulating and grading One Hundred and Sixteenth street, Eighth to Ninth avenue.....	9,777 40	9,506 40
" 13..	Regulating and grading Eighty-third street, Boulevard to Riverside Drive.....	5,331 09	5,399 72
" 19..	Curbing and flagging One Hundred and Twenty-second street, Seventh to Eighth avenue.....	2,868 30	2,883 56
Nov. 2..	Regulating and grading Fourth avenue, One Hundred and Thirty-third to One Hundred and Thirty-fifth street.....	3,854 50	3,962 40
Dec. 30..	Flagging east side Fifth avenue, Seventy-second to Eighty-sixth street.....	2,702 40	2,588 33
1883.			
Feb. 8..	Flagging Ninety-eighth street, Eighth to Ninth avenue.....	1,617 50	1,721 00
Mar. 5..	Flagging Third avenue, Ninety-third to One Hundred and First street.....	2,548 25	2,485 08
" 5..	Regulating and grading Tenth avenue, Ninety-third to Ninety-fifth street.....	3,856 25	3,701 48
" 9..	Regulating and grading One Hundred and Forty-first street, Eighth to St. Nicholas avenue.....	4,440 50	3,605 99
" 10..	Regulating and grading One Hundred and Thirty-sixth street, Sixth to Seventh avenue.....	6,451 00	6,308 48
" 20..	Flagging Ninety-eighth street, Ninth avenue to Boulevard.....	2,277 60	2,269 39
April 9..	Flagging Ninth avenue, Sixty-fourth to Seventy-first street.....	4,217 00	3,909 94
June 20..	Regulating and grading One Hundred and Thirty-sixth street, Fifth to Eighth avenue, except between Sixth and Seventh avenues.....	12,612 65	12,591 30
" 28..	Flagging Eighty-eighth street, Eighth to Tenth avenue.....	5,166 16	5,791 25
56 Contracts. Total.....		\$381,394 68	\$406,219 18

## Sewers Contracts, 1881.

DATE OF CONTRACT	TITLE OF CONTRACTS.	ESTIMATED COST.	COST.
1881.			
June 23..	First avenue, between Twenty-first and Twenty-fourth streets.....	\$6,765 00	\$7,710 00
" 13..	Sixty-eighth street, between Eighth avenue and Boulevard.....	9,903 25	10,612 18
" 13..	Seventy-eighth street, between Ninth and Tenth avenues.....	8,558 00	8,343 93
July 6..	Eighty-first street, between Ninth avenue and summit west of Ninth avenue.....	3,519 50	3,400 23
June 23..	Eighty-second street, between Eighth and Tenth avenues.....	15,320 00	16,046 24
" 17..	Eighty-fifth street, between Eighth and Ninth avenues.....	5,244 00	7,383 50
" 21..	Fifteenth street, between Irving place and Fourth avenue.....	4,338 00	3,347 37
" 25..	Ninety-sixth and Ninety-seventh streets, between Third and Lexington avenues.....	10,462 50	10,473 09
" 6..	One Hundred and First street, between Tenth avenue and Boulevard.....	1,507 50	1,509 66
" 6..	One Hundred and Twenty-third street, between Fourth and Madison avenues.....	2,145 50	2,055 27
" 15..	First avenue, between Forty-sixth and Forty-seventh streets.....	3,810 00	4,149 00
" 15..	Second avenue, east side, between Sixtieth and Sixty-first streets, and west side, between Sixty-first and Sixty-second streets.....	2,391 00	2,215 04
" 13..	Ninth avenue, east side, between One Hundred and Forty-eighth and One Hundred and Fifty-second streets, etc.....	5,214 75	6,339 11
July 13..	Riverside avenue, between Seventy-sixth and Ninety-first streets, and outlet through Riverside Park and Ninety-first street to Hudson river.....	43,255 00	43,963 36
" 13..	Riverside avenue, between Ninety-second and One Hundred and Sixth streets.....	42,608 00	42,555 42
" 18..	Tenth avenue, between Forty-ninth and Fiftieth streets.....	4,575 00	3,042 30
" 18..	Second avenue, west side, between Ninety-fifth and Ninety-sixth streets, with branch in Ninety-sixth street, between Second and Third avenues.....	7,280 00	8,725 27
" 20..	One Hundred and Twelfth street, between Madison and Sixth avenues.....	3,637 25	3,438 95
" 18..	One Hundred and Thirteenth street, between Seventh and Eighth avenues.....	2,175 00	2,171 27
June 28..	One Hundred and Eighteenth street, between Sixth and Seventh avenues.....	2,200 00	2,092 50
" 28..	One Hundred and Nineteenth street, between Sixth and Seventh avenues.....	2,757 50	2,716 87
July 20..	Lexington avenue, between Eighty-first and Eighty-second streets.....	3,127 50	3,606 00
" 22..	Pearl street, between Coenties and Old Slip.....	1,365 00	1,057 69
Aug. 4..	Fifty-seventh street, between Fifth and Madison avenues.....	2,260 00	2,908 43
" 5..	Riverside avenue, between One Hundred and Sixth and One Hundred and Eleventh streets.....	17,351 00	17,234 96
" 2..	Riverside avenue, between One Hundred and Eleventh and One Hundred and Twenty-second streets, with outlet through Riverside Park and One Hundred and Fifteenth street to Hudson river.....	29,326 15	33,313 07
" 1..	Front street, between Beekman and Fulton streets.....	1,754 00	1,056 77
July 26..	Basins, northwest and southwest corners of Seventy-third street and Eighth avenue.....	809 50	1,356 29
Aug. 29..	West Fourth street, between Christopher and West Tenth streets.....	885 80	881 86
" 29..	Avenue B, between Sixteenth and Seventeenth streets.....	902 40	870 14
Sept. 27..	Montgomery street, between Madison and Monroe streets.....	1,165 00	1,212 08
" 25..	Fourth avenue, east side, between One Hundred and Second and One Hundred and Third streets, and in One Hundred and Second street, between Fourth and Lexington avenues.....	6,766 53	6,723 38
" 13..	Fourth avenue, west side, between One Hundred and Eighth and One Hundred and Tenth streets, in One Hundred and Ninth street, between Fourth and Fifth avenues, and in Madison avenue, between One Hundred and Ninth and One Hundred and Tenth streets.....	7,013 30	6,878 06
" 13..	West End avenue, between Ninety-first and Ninety-sixth streets, and in Ninety-third street, between West End avenue and Boulevard.....	11,380 00	14,419 69
" 13..	Riverside and Twelfth avenues, between One Hundred and Twenty-second and Manhattan streets.....	21,206 00	14,546 06
Nov. 16..	Madison avenue, between One Hundred and Nineteenth and One Hundred and Twenty-first streets, and in One Hundred and Twentieth and One Hundred and Twenty-first streets, between Fourth and Madison avenues, etc.....	18,675 00	14,713 25
Oct. 29..	Ninth avenue, between One Hundred and Fifty-second and One Hundred and Fifty-fifth streets, and in One Hundred and Fifty-fifth street, between Ninth avenue and Avenue St. Nicholas.....	9,994 10	9,759 64
" 31..	One Hundred and First street, between Riverside and West End avenues.....	4,031 75	4,002 90
" 24..	One Hundred and Forty-first street, between Seventh and Eighth avenues.....	2,550 00	5,781 54
" 29..	One Hundred and Fifty-third street, between Tenth avenue and Avenue St. Nicholas.....	3,851 50	4,181 84
Dec. 30..	Seventieth street, between Boulevard and Ninth avenue.....	5,534 50	5,736 60
June 6..	Water street, between Dover and Roosevelt streets.....	1,345 00	1,387 53
Dec. 9..	Broadway, east side, between Liberty street and Maiden lane.....	1,485 00	1,498 87
" 10..	Front street, between Broad street and Old Slip, and in Coenties Slip, between Front and South streets.....	6,657 50	6,653 65
" 14..	Twenty-third street, between Eleventh and Thirteenth avenues, with branch in Thirteenth avenue, between Twenty-third and Twenty-fourth streets.....	8,573 20	8,419 56
" 8..	Seventy-third street, between Third and Fourth avenues.....	17,115 00	13,977 86
" 19..	Eighty-third street, between Riverside and West End avenues.....	3,325 00	3,240 90
" 14..	Eighty-seventh street, between Ninth and Tenth avenues.....	5,115 05	5,076 34
" 20..	One Hundred and Fifteenth street, between Fifth and Sixth avenues.....	4,255 40	5,912 85
" 14..	One Hundred and Sixth street, between summit east of Tenth avenue and the new avenue between Eighth and Ninth avenues.....	14,863 00	11,075 67
" 30..	One Hundred and Twenty-third street, between Fourth and Madison avenues.....	1,520 00	1,680 00
51 Contracts in 1881, as above.....		\$401,329 93	\$401,556 04

## Sewer Contracts, 1882.

DATE OF CONTRACT	TITLE OF CONTRACT.	ESTIMATED COST.	COST.
1882.			
Mar. 28..	Sewer in Cherry street, between Jackson and Corlears streets.....	\$3,085 20	\$3,102 05
" 28..	Sewer in Mough street, between Broome and Delancey streets, and between Livingston and Stanton streets.....	4,505 10	4,460 03
April 17..	Sewer in Seventy-second street, between Avenue A and First avenue, from end of present sewer.....	5,193 31	5,175 85
Mar. 29..	Sewer in One Hundred and Nineteenth street, between Sixth avenue and summit east of Sixth avenue.....	2,310 00	2,270 96
" 30..	Sewer in Fourth avenue, east side, between Eighty-second and Eighty-third streets.....	1,310 00	1,279 25
April 3..	Receiving-basins on the west side of Fifth avenue, opposite One Hundred and Second street.....	1,124 65	1,096 34
" 14..	Sewer in Fourth or Park avenue, east side, between Thirty-fifth and Thirty-sixth streets, from end of present sewer.....	1,515 00	804 00
April 27..	Sewer in Front street, between Old Slip and Cuyler's alley.....	1,900 75	2,100 92
May 19..	Sewer in Ninety-fourth street, between Ninth and Tenth avenues.....	10,299 22	8,966 09
April 27..	Sewer in One Hundred and Twelfth street, between Seventh and Eighth avenues.....	2,820 00	2,712 42
" 27..	Sewers in One Hundred and Twentieth street, between Fifth and Sixth avenues; in One Hundred and Twenty-first and One Hundred and Twenty-second streets, between Mt. Morris and Sixth avenues, and in Mt. Morris avenue, between One Hundred and Twentieth and One Hundred and Twenty-second streets.....	10,717 00	12,098 62
May 18..	Sewer in Montgomery street, between Cherry and Water streets, from end of present sewer in Water street.....	769 50	737 38
" 17..	Alteration and improvement to sewer in Seventy-second street, between Eighth and Ninth avenues.....	7,800 00	6,819 72
" 9..	Sewer in Seventy-fifth street, between West End avenue and Boulevard.....	3,527 80	3,687 13
" 24..	Sewer in Ninety-second street, between Tenth avenue and Boulevard.....	3,597 30	3,878 99
July 24..	Sewer in Ninety-second street, between First and Second avenues, from end of present sewer in First avenue.....	4,515 00	4,626 72
" 24..	Sewer in Ninety-second street, between Avenue A and First avenue.....	5,207 00	5,075 77
Aug. 7..	Repairs to sewer in Ninety-fifth street, between Second and Third avenues.....	2,859 00	2,884 15
" 1..	Sewer in One Hundred and Sixteenth street, between Eighth avenue and new avenue between Eighth and Ninth avenues.....	1,498 25	1,470 40
July 30..	Sewer in Twentieth street, between Fourth avenue and Irving place, from end of present sewer in Twentieth street, east of Irving place.....	2,325 00	2,269 30
Aug. 21..	Sewer in Sixth avenue, east side, between Fifty-third and Fifty-fourth streets.....	1,627 26	1,536 85
" 19..	Sewer in Lexington avenue, between Eighty-fifth and Eighty-sixth streets.....	1,782 16	1,802 45
" 24..	Sewers in Twenty-fourth, Twenty-fifth and Twenty-sixth streets, between Eleventh and Thirteenth avenues, and in Thirteenth avenue, between Twenty-fourth and Twenty-seventh streets, with alterations and improvements to existing sewers.....	24,774 10	24,760 24
" 21..	Sewer in Seventieth street, between Avenue A and East river.....	4,087 80	4,641 74
" 25..	Sewer in Seventieth street, between Eighth and Ninth avenues, from end of present sewer west of Ninth avenue.....	11,642 30	12,595 45
Oct. 2..	Sewer in Seventy-first street, between Avenue A and East river.....	6,625 00	6,053 10
" 25..	Sewer in One Hundred and Twenty-sixth street, between Ninth avenue and Avenue St. Nicholas.....	1,960 00	2,692 00
" 25..	Alteration and improvement to sewers in Thompson street, between Canal and Broome streets, and in Grand street, between Thompson and Wooster streets.....	14,442 58	13,488 40
Nov. 27..	Sewer in Tenth avenue, east side, between One Hundred and Fourteenth and One Hundred and Sixteenth streets, with branch in One Hundred and Sixteenth street.....	5,845 00	9,847 00
" 27..	Sewer in Tenth avenue, east side, between One Hundred and Sixteenth and One Hundred and Eighteenth streets.....	3,150 00	4,109 50
" 1..	Sewer in Tenth avenue, east side, between One Hundred and Twenty-eighth and One Hundred and Thirtieth streets.....	2,619 55	2,638 00
Oct. 31..	Sewer in Avenue A, between Ninety-second street and Harlem river.....	2,674 50	2,650 74
Nov. 27..	Receiving-basins in First avenue, between Ninety-ninth and One Hundred and Ninth streets.....	3,131 00	2,913 49
" 27..	Receiving-basins on southeast and southwest corners of One Hundred and Forty-second and Forty-third, and One Hundred and Forty-fourth streets and Eighth avenue.....	679 50	722 14
Oct. 18..	Sewer in Eleventh avenue, east side, between Thirty-fifth and Thirty-sixth streets.....	906 00	890 81
Nov. 2..	Sewer in Second avenue, west side, between First and Second streets.....	926 25	889 30
Dec. 14..	Sewer in Thompson street, between West Third and West Fourth streets.....	1,111 00	1,686 47
" 15..	Sewer in Seventy-third street, between First avenue and Avenue A.....	6,814 06	6,749 99
38 Contracts.....		\$171,677 14	\$175,503 69

## Sewer Contracts, 1883.

DATE OF CONTRACT	TITLE OF CONTRACT.	ESTIMATED COST.	ACTUAL COST.
1883.			
Jan. 20..	Alteration and improvement to sewer in Fifth avenue, between Fifty-ninth and Sixtieth streets.....	\$2,888 00	\$3,531 32
" 30..	Sewers in Beekman street, between Water and South streets.....	2,145 00	2,170 10
" 19..	Sewers in One Hundred and Thirty-fifth street, between Fifth and Seventh avenues, and between summit west of Seventh avenue and Eighth avenue.....	7,359 00	7,690 77
" 19..	Sewer in One Hundred and Thirty-fifth street, between Seventh avenue and summit west of Seventh avenue.....	670 00	685 00
Mar. 23..	Sewer in Broadway, east side, between Thirty-second and Thirty-third streets.....	3,806 00	3,822 30
" 24..	Alteration and improvement to sewer in Bank street, between West street and Hudson river.....	6,217 50	6,908 03
" 22..	Sewer in Chambers street, between Chatham and Centre streets.....	1,204 00	1,201 36
" 22..	Sewer in Front street, between Jackson street and Gouverneur Slip.....	4,689 50	4,525 63
" 23..	Alteration and improvement to sewer in Fifty-sixth street, between Fifth and Sixth avenues.....	4,620 80	5,258 60
" 23..	Sewer in Seventy-seventh street, between Ninth avenue and summit west of Ninth avenue.....	3,542 50	4,471 57
" 23..	Sewers in Ninetieth street, north and south sides, between Eighth and Ninth avenues.....	13,527 00	13,253 35
April 9..	Sewer in Ninety-first street, between Fifth and Madison avenues.....	3,327 50	3,507 60
Mar. 22..	Sewer in One Hundred and Eleventh street, between Seventh and Eighth avenues.....	5,824 00	7,022 70
June 30..	Sewer in Washington street, between Vestry and Desbrosses streets.....	1,028 00	1,001 66
May 20..	Sewer in West Tenth street, between Greenwich and Sixth avenues.....	1,105 00	1,055 97
" 29..	Sewer in First avenue, east side, between Thirteenth and Fourteenth streets.....	1,140 00	1,238 90
" 28..	Sewer in Twenty-ninth street, between First avenue and East river.....	3,337 72	3,328 08
" 29..	Sewer in One Hundred and Twenty-fifth street, between Boulevard and Tenth avenue.....	4,918 00	4,540 78
" 28..	Sewer in One Hundred and Twenty-seventh street, between Eighth avenue and Avenue St. Nicholas.....	1,092 01	1,096 53
June 30..	Sewer in Lexington avenue, between Ninety-first and Ninety-second streets.....	3,317 85	3,378 96
" 26..	Receiving-basins on the southwest corners of One Hundred and Sixteenth, One Hundred and Seventeenth, One Hundred and Eighteenth, One Hundred and Twentieth and One Hundred and Twenty-second streets and Lexington avenue, and on the northwest corners of One Hundred and Eighteenth, One Hundred and Nineteenth, One Hundred and Twenty-second and One Hundred and Twenty-third streets and Lexington avenue.....	1,786 22	1,818 80
Aug. 10..	Alteration and improvement to sewer in Seventh street, between Avenues C and D.....	4,415 00	4,373 00
22 Contracts.....		\$81,960 59	\$85,890 67

## Recapitulation.

1881.....	51 Contracts.....	\$401,329 93	\$401,556 04
1882.....	38 ".....	171,677 14	175,503 69
1883.....	22 ".....	81,960 59	85,890 67
111 Contracts.....		\$654,967 66	\$662,950 40



## Paving Contracts, 1881.

DATE OF CONTRACT	LOCATION.	ESTIMATED COST.	ACTUAL COST.
1880.			
May 14.	Seventh street, between Avenue A and East river, and Second avenue, between Ninth and Twenty-third streets.	\$22,690 00	\$22,130 33
" 14.	Madison street, between Clinton and Grand streets.	19,675 00	19,463 47
1881.			
May 14.	First avenue, between Houston and Eighth streets.	21,831 00	21,016 70
June 6.	Rutherford place, between Fifteenth and Sixteenth streets.	18,678 30	18,609 30
" 6.	Eight street, between Avenues B and D.	26,070 00	26,460 95
" 6.	Gouverneur street, between Grand and Water streets.	11,963 50	11,804 67
" 6.	Rivington street, between Bowery and Clinton streets.	12,084 50	11,373 18
" 6.	Seventh street, from Fourth avenue to Avenue A.	22,538 20	22,090 47
" 6.	Ann street, between Broadway and Gold street.	13,351 00	13,267 71
" 6.	Frankfort street, between Nassau and Jacob streets.	20,572 50	20,308 58
" 6.	Jacob street, between Frankfort and Fulton streets.	21,382 00	21,265 60
" 6.	Front street, between Fulton and Roosevelt streets.	27,332 00	25,836 87
" 6.	Thirty-third street, between Lexington and First avenues.	18,716 97	18,716 97
" 22.	Thirtieth street, between Broadway and Eighth avenue, and Fifteenth street, between Second and Third avenues.	20,794 80	20,479 80
" 28.	One Hundred and Twenty-second street, between Second and Third avenues, and One Hundred and Twenty-ninth street, between Third and Sixth avenues.	20,856 50	21,363 19
" 30.	Christopher street, between Greenwich avenue and West street.	20,026 00	19,994 34
" 30.	Avenue A, between Houston and Seventh streets.	34,463 70	36,037 56
July 11.	Fourteenth street, between Ninth and Eleventh avenues.	3,193 25	3,144 25
" 13.	Broome street, between Bowery and Centre street.	5,225 00	5,231 08
" 13.	Caroline street, between Varick street and Sixth avenue.	7,338 00	6,325 54
" 13.	Thirtieth street, between Tenth and Eleventh avenues, Thirtieth street, between Eighth and Tenth avenues, and Fifty-fourth street, between Sixth and Seventh avenues.	11,295 00	11,400 21
" 25.	Eleventh avenue, between Fifteenth and Twenty-fifth streets.	36,435 00	37,259 25
" 29.	Thirtieth street, between Tenth avenue and Hudson river (relaying).	8,090 00	7,484 50
Aug. 15.	Twenty-second street, between First and Fourth avenues (relaying).	6,807 90	6,576 95
Sept. 12.	Madison avenue, between Thirty-first and Forty-second streets (relaying).	7,797 40	7,431 48
" 24.	Eleventh street, from Second to Third avenue.	7,565 74	7,565 74
" 24.	Stanton street, from Columbia to Tompkins street.	3,597 30	3,278 66
" 24.	West Tenth street, from Sixth to Greenwich avenue.	15,713 20	14,835 69
1879.			
July 19.	Ninth avenue, from Boulevard to Seventy-seventh street.	39,852 10	40,119 58
Dec. 8.	Sixth avenue, from First to Third avenue.	12,727 75	12,445 60
1880.			
Oct. 13.	Eightieth street, from Second avenue to Avenue A.	4,107 90	3,796 61
Aug. 20.	Sixty-third street, from Eighth to Tenth avenue.	5,342 20	4,876 77
Oct. 28.	One Hundred and Twenty-sixth street, from Seventh avenue to Avenue St. Nicholas.	2,005 44	1,847 68
" 16.	Eighty-first street, from Second to First avenue.	12,118 64	11,853 86
Aug. 20.	Ninety-sixth street, from Boulevard to Hudson river.	3,325 90	3,253 65
1881.			
June 23.	Fifth avenue, from Ninetieth to One Hundred and Tenth street.	12,861 05	13,490 47
July 1.	Madison avenue, from One Hundred and Twenty-fifth to One Hundred and Thirty-third street.	3,845 66	3,472 31
" 1.	Seventy-eighth street, from First avenue to Avenue A.	6,037 30	5,663 47
" 1.	One Hundred and Thirtieth street, from Fifth to Sixth avenue.	1,452 25	1,396 14
" 1.	Sixty-eighth street, from Boulevard to Tenth avenue.	5,258 70	5,447 36
" 1.	Ninety-fourth street, from Third to Lexington avenue.	0,044 43	5,948 25
" 1.	Lexington avenue, from Eighty-sixth to Ninety-third street.	12,471 87	12,001 16
" 10.	One Hundred and Twenty-seventh street, from Second to Third avenue.	5,681 55	5,311 18
" 22.	Eighty-third street, from Eighth avenue to Boulevard.	4,482 30	4,188 18
" 26.	One Hundred and Twelfth street, from Third to Fourth avenue.	9,793 50	9,802 21
" 27.	Fourth avenue and One Hundred and Fourth street intersection.		
" 28.	Seventy-sixth street, from Third to Fourth avenue.		
Aug. 9.	Fifty-fifth street, from Sixth to Seventh avenue.		
" 15.	One Hundred and Eighth street, from Third to Fifth avenue.		
Sept. 12.	Seventy-fifth street, from Third to Fourth avenue.		
" 15.	Forty-fourth street, from Second to First avenue.		
" 15.	One Hundred and Fifteenth street, from Third avenue to Avenue A.		
46 Contracts.		\$617,527 53	\$609,390 61

## Paving Contracts, 1882.

DATE OF CONTRACT	LOCATION.	ESTIMATED COST.	ACTUAL COST.
1881.			
June 23.	One Hundred and Twenty-fourth street, from First to Third avenue.	\$6,739 20	\$6,688 81
July 8.	Water street, between Market and Clinton streets.	11,364 80	11,261 67
" 13.	Bayard street, between Bowery and Market street.	22,076 80	22,013 64
Aug. 2.	Tenth avenue, between Forty-second and Forty-eighth streets.	17,351 00	17,280 86
" 12.	Broadway, between Seventeenth and Twenty-second streets.	27,719 90	27,468 58
" 12.	Pike street, between Division and South streets.	6,929 00	6,789 57
Dec. 31.	Rutgers street, between East Broadway and Cherry street.		
1882.			
April 8.	Burling slip, between Water and South streets.	11,010 10	10,918 66
" 10.	Fourth street, from Avenue B to Avenue D.	58,220 00	58,109 65
" 10.	First avenue, from Eighth to Twenty-third street.	13,819 25	13,668 19
" 10.	Third street, from Avenue B to Goerck street.	4,294 60	4,273 56
" 10.	Twenty-fifth street, from First to Second avenue.	6,366 10	6,381 91
" 11.	Livingston place, between Fifteenth and Seventeenth streets.	9,575 70	9,526 49
" 11.	Thirty-seventh street, between Third and Lexington avenues.	9,774 50	9,690 79
" 12.	Seventeenth street, between Sixth and Eighth avenues.	7,826 00	7,915 41
" 12.	Thirtieth street, between Ninth and Eleventh avenues.	7,524 30	7,440 40
" 12.	Roosevelt street, between Chatham and Front streets.		
" 12.	Hall place, between Sixth and Seventh streets.	9,790 50	9,863 75
" 12.	Charles street, between Hudson and West streets.	7,054 50	7,016 32
" 12.	Wichawken street, between West Tenth and Christopher streets.	9,497 50	9,410 65
" 13.	Thirtieth street, between Eighth and Tenth avenues.	7,495 10	7,481 65
" 13.	Twenty-seventh street, between Sixth and Eighth avenues.	8,293 60	8,190 09
" 13.	Thirteenth street, between Fifth and Sixth avenues.	9,640 00	9,534 97
" 22.	Eighteenth street, between First and Third avenues.	5,216 18	5,406 49
" 22.	Horatio street, between Fourth street and Thirteenth avenue.	5,498 30	5,305 67
" 22.	City Hall place, between Chambers and Pearl streets.	33,280 00	32,778 43
" 22.	William street, between New Chambers and Pearl streets.	1,820 00	1,758 91
" 22.	Thirty-sixth street, between Second and Third avenues.	3,054 70	3,054 70
" 22.	Forty-fourth street, between Madison and Vanderbilt avenues.	2,494 40	2,385 86
May 17.	Fourth street, between Broadway and Thirteenth street.	4,811 40	4,784 47
" 16.	North William street, between Frankfort and Chatham streets.	1,592 00	1,466 82
" 16.	Rose street, between Frankfort and New Chambers streets.	41,998 00	41,975 78
" 16.	Vandewater street, between Frankfort and Pearl streets.	24,378 00	23,378 75
" 16.	Fifty-fourth street, between Seventh and Eighth avenues.	25,308 00	24,205 18
" 25.	Morris street, between Greenwich and West streets.		
June 9.	Tenth avenue, from Forty-eighth to Fifty-ninth street.		
Aug. 18.	Twenty-fifth street, from Sixth to Eleventh avenue.		
1881.			
Sept. 15.	Eleventh avenue, from Forty-sixth to Fifty-second street.		
1882.			
April 20.	Tenth avenue, from One Hundred and Fifty-first to One Hundred and Fifty-fifth street.	14,018 86	13,358 36
" 20.	Eighty-second street, from First to Second avenue.	3,853 25	3,815 13
" 21.	Ninety-fourth street, from Madison to Fourth avenue.	2,102 50	2,207 15
" 21.	One Hundred and Twenty-fourth street, from Seventh to Eighth avenue.	3,842 83	3,900 13
Dec. 23.	Seventy-sixth street, from Madison to Fifth avenue.	3,654 39	3,730 78
1882.			
April 20.	Forty-fifth street, from Eleventh to Twelfth avenue.	5,479 36	5,837 72
" 20.	Sixty-ninth street, from First avenue to Avenue A.	4,361 12	4,713 38
" 20.	Seventy-fifth street, from First avenue to Avenue A.	4,414 12	4,509 73
" 20.	Ninety-fifth street, from Third to Lexington avenue.	2,970 24	3,034 07
" 21.	Eighty-seventh street, from Avenue A to First avenue.	3,927 00	4,148 77
" 21.	One Hundred and Twelfth street, from Fourth to Madison avenue.	2,856 03	2,995 48
" 22.	Forty-second street, from Second to First avenue.	13,742 61	13,873 69
" 22.	Sixty-second street, from Tenth avenue to Boulevard.	8,904 50	9,006 55
" 24.	One Hundred and Thirtieth street, from Second to Third avenue.	3,905 65	4,093 25
" 24.	One Hundred and Thirtieth street, from Eighth to Sixth avenue.	9,870 82	10,363 31
" 24.	One Hundred and Sixty-second street, from Sixth to Seventh avenue.	4,865 65	4,939 45
" 24.	One Hundred and Twenty-second street, from Third to Fourth avenue.	6,109 40	5,994 73
May 13.	Fifth avenue, from One Hundred and Tenth to One Hundred and Twentieth street.		
" 13.	One Hundred and Twentieth street, from Fifth avenue to Mt. Morris avenue.	39,495 42	39,731 45
" 13.	Mt. Morris avenue, from One Hundred and Twentieth to One Hundred and Twenty-fourth street.		
" 18.	Twelfth avenue, from One Hundred and Thirtieth to One Hundred and Thirty-third street.	13,622 70	13,639 05
" 18.	Ninth avenue and Eighty-first street intersection.	1,280 00	1,297 80
" 22.	Tenth avenue, from Second to Seventy-fourth street.	8,857 80	7,625 10
" 26.	Sixty-seventh street, from Boulevard to Tenth avenue.	3,041 10	3,178 11

DATE OF CONTRACT	LOCATION.	ESTIMATED COST.	ACTUAL COST.
1882.			
May 16.	Ninety-ninth street, from Third avenue to Exterior street.	\$12,650 11	\$12,628 57
" 23.	Seventieth street, from Third to Second avenue.	4,883 92	4,888 74
" 23.	Fourth avenue and One Hundred and Twelfth street intersection.	1,434 54	1,383 37
" 23.	One Hundred and Second street, from Third to Lexington avenue.	9,995 72	2,950 80
" 23.	One Hundred and Twenty-second street, from Sixth to Seventh avenue.	6,758 20	6,759 26
" 25.	One Hundred and Twenty-third street, from First to Second avenue.	4,381 56	4,402 49
" 26.	Avenue A, from Fifty-fourth to Fifty-seventh street.	15,429 20	15,251 01
" 26.	Lexington avenue, at One Hundred and Fifth and One Hundred and Sixth streets—crosswalks.	862 92	872 30
June 7.	Fourth avenue, from Seventy-second to Ninety-sixth street.	131,719 56	131,622 70
" 1.	Madison avenue, from One Hundred and Tenth to One Hundred and Sixteenth street.	18,818 50	18,816 01
" 5.	Nineteenth street, from 260 feet west of Tenth avenue to Thirtieth avenue.	7,377 07	7,727 27
" 9.	One Hundred and Thirty-third street, from Fourth to Sixth avenue.	15,143 24	14,884 10
July 21.	Eighty-fourth street, from Eighth to Tenth avenue.	14,459 86	14,472 18
" 31.	One Hundred and Third street, from Second to Lexington avenue.	6,424 00	6,459 33
" 31.	Sixty-eighth street, from Avenue A to First avenue.	5,657 19	5,699 99
Aug. 1.	Lexington avenue, from One Hundred and Fourth to One Hundred and Forty-first street.	61,562 47	62,444 65
" 2.	Forty-fourth street, from Eleventh to Twelfth avenue.	7,696 49	8,178 05
" 2.	One Hundred and Fourth street, from First to Second avenue.	4,033 05	4,031 22
" 3.	One Hundred and Ninth street, from Third to Fourth avenue.	5,348 80	5,180 92
" 3.	One Hundred and Eleventh street, from First to Second avenue.	4,955 01	5,036 54
" 3.	One Hundred and Eighteenth street, from Third to Fourth avenue.	5,495 60	5,266 08
" 3.	One Hundred and Twenty-third street, from Pleasant to First avenue.	3,767 75	3,750 95
July 31.	Seventieth street, from Boulevard to Eleventh avenue.	6,860 85	6,945 05
Aug. 18.	Eighty-eighth street, from First avenue to Avenue A.	3,776 46	3,719 87
Sept. 21.	One Hundred and Fourteenth street, from First to Second avenue.	5,011 50	5,031 93
" 21.	One Hundred and Fourteenth street, from First to Pleasant avenue.	4,860 10	4,842 15
" 25.	East Twenty-sixth street, from present pavement to 170 feet easterly.	2,029 10	2,227 39
" 25.	Lexington avenue, from Ninety-third to Ninety-fourth street.	2,052 58	2,037 54
" 29.	One Hundred and Fifth street, from Third to Fourth avenue.	5,001 67	4,711 71
83 Contracts.		\$958,127 80	\$956,425 98

## Paving Contracts, 1883.

DATE OF CONTRACT	LOCATION.	ESTIMATED COST.	ACTUAL COST.
1883.			
April 20.	Thirty-ninth street, from Ninth to Tenth avenue.	\$4,887 00	\$4,894 78
" 21.	Eleventh street, from Second avenue to Avenue B, and Manhattan street, from Second to Third street.	14,934 45	14,521 99
" 21.	Sheriff street, from Grand to Delancey street.	3,970 00	3,948 79
" 25.	Henry street, from Oliver to Grand street.	32,371 00	32,372 08
" 25.	James street, from Chatham to Cherry street.	5,372 50	5,351 25
" 26.	Morton street, from Blocker to West street.	13,681 00	13,634 97
" 26.	Prince street, from Macdougall street to Broadway.	10,455 50	10,636 61
" 26.	Avenue A, from Fourteenth to Twenty-third street.	18,954 00	18,859 68
" 28.	Twenty-seventh street, from Eighth to Ninth avenue.	4,833 00	4,818 68
" 28.	Cherry street, from Franklin Square to Catharine street.	5,740 00	5,849 15
" 30.	Forty-first street, from Tenth to Eleventh avenue.	4,809 00	4,791 67
May 8.	Watts street, from Sullivan to Hudson street.	6,600 80	6,650 61
" 8.	West Eleventh street, from West street to Thirteenth avenue.	2,467 00	2,431 57
" 8.	Thirtieth street, from Seventh to Eighth avenue.	5,239 00	5,253 37
" 8.	Thirtieth street, from Tenth to Eleventh avenue.	4,692 60	5,731 48
" 11.	Oliver street, from Chatham to South street.	8,005 00	7,986 48
" 11.	King street, from Macdougall to West street.	17,082 00	16,930 71
" 11.	Jane street, from Hudson street to Thirteenth avenue.	6,104 00	6,010 60
" 11.	Eleventh avenue, from Thirtieth to Forty-second street.	23,980 00	23,890 22
" 12.	Seventeenth street, from Eighth to Thirteenth avenue.	15,930 00	15,729 74
" 19.	Mulberry street, from Canal to Spring street.	19,512 50	19,554 81
" 23.	Norfolk street, from Division to Houston street.	14,035 00	14,041 24
" 23.	Eighteenth street, from Irving place to Third avenue.	3,042 50	2,955 64
June 25.	Thirty-seventh street, from Madison to Park avenue.	2,908 00	2,905 69
" 25.	University place, from Fourth street to Waverley place.	2,628 00	2,541 29
" 26.	Twenty-ninth street, from Tenth to Eleventh avenue.	5,042 22	5,035 18
" 27.	Thirteenth street, from Sixth to Greenwich avenue.	8,769 00	8,779 54
" 28.	Chrystie street, from Grand to Houston street.	11,097 80	10,720 54
" 29.	West Twelfth street, from Fourth street to Thirteenth avenue.	12,036 00	12,088 79
" 27.	Allen street, from Houston to Grand street.	10,609 20	10,215 57
July 5.	East street, from Grand to Rivington street.	7,315 00	7,134 21
June 28.	Tenth avenue, from Fourteenth to Twenty-second street.	27,065 00	27,589 01
Aug. 9.	Fifth avenue, from Fifty-eighth to Fifty-ninth street.	2,318 00	2,334 77
Oct. 23.	Division street, from Bowery to Norfolk street.	8,478 00	8,503 70
1882.			
July 21.	Eighty-first street, from Boulevard to Ninth avenue.	8,744 44	8,634 23
Aug. 25.	Fourth avenue, from One Hundred and Twenty-fourth to One Hundred and Thirty-third street.	36,438 40	35,040 45
Sept. 25.	Eighty-seventh street, from First to Second avenue.	4,030 00	4,030 40
" 25.	One Hundred and Twenty-seventh street, from Sixth to Seventh avenue.	4,500 20	4,531 33
" 29.	One Hundred and Seventh street, from First to Third avenue.	7,457 20	7,507 43
" 29.	One Hundred and Sixth street, from Third to Lexington avenue.	4,827 00	4,833 60
Nov. 17.	Eighty-second street, from Ninth avenue to Boulevard.	8,621 20	8,739 30
1883.			
May 17.	Forty-third street, from Second to Third avenue.	7,389 36	7,375 66
" 17.	One Hundred and Eleventh street, from Fourth to Madison avenue.	2,382 31	2,376 27
" 18.	One Hundred and Eleventh street, from First avenue to Avenue A.	4,095 20	4,070 55
" 23.	One Hundred and Twenty-third street, from Second to Third avenue.	4,008 00	4,442 13
" 29.	Ninety-seventh street, from First to Second avenue.	5,118 68	5,159 05
" 29.	Ninety-seventh street, from Second to Third avenue.	5,065 12	5,209 65
" 29.	One Hundred and Twenty-first street, from Fourth to Madison avenue.	3,523 90	3,463 40
June 5.	One Hundred and Twenty-seventh street, from Seventh to Eighth avenue.	5,823 82	5,819 21
" 5.	One Hundred and Twenty-eighth street, from Seventh to Eighth avenue.	5,840 53	5,806 83
" 5.	One Hundred and Ninth street, from First to Second avenue.	4,827 20	4,814 35
July 14.	Sixty-first street, from Avenue A to 66 feet easterly.	733 80	748 20
" 17.	One Hundred and Twenty-ninth street, from Boulevard to Twelfth avenue.	3,957 90	4,042 20
" 17.	Tenth avenue, from Manhattan to One Hundred and Thirtieth street.	11,480 70	12,535 75
" 17.	One Hundred and Twentieth street, from Third to Sixth avenue.	15,931 90	15,170 79
" 17.	Fourth avenue, from One Hundred and Sixteenth to One Hundred and Twenty-fourth street.	38,431 17	36,855 83
" 18.	One Hundred and Nineteenth street, from Fourth to Sixth avenue.	11,838 00	11,792 11
" 18.	Thirty-fifth street, from First avenue to 340 feet easterly.	1,936 83	2,170 46
" 20.	One Hundred and Thirtieth street, from Broadway to Boulevard.	805 42	976 17
June 5.	Seventieth street, from First to Second avenue.	6,741 15	6,788 00
July 5.	Seventy-third street, from First to Second avenue.	11,430 50	10,574 47
" 19.	One Hundred and Second street, from First to Third avenue.	5,538 12	5,597 62
" 23.	One Hundred and Sixth street, from Lexington to Fourth avenue.	5,788 04	5,752 62
" 23.	Seventy-first street, from Avenue A to Second avenue.	10,000 80	9,979 80
Aug. 9.	Seventy-eighth street, from Ninth avenue to Boulevard.	8,879 14	9,432 55
" 20.	One Hundred and Twenty-fourth street, from Eighth avenue to Avenue St. Nicholas.	2,118 09	2,405 23
" 20.	One Hundred and Thirtieth street, from Third to Fourth avenue.	4,930 70	4,636 04
67 Contracts.		\$603,604 91	\$599,852 05



## DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION.

MEETINGS, DECEMBER 10 to 15, 1883.

## Communications Received.

From Penitentiary—List of prisoners received during week ending December 8, 1883. Males, 48; females, 7. On file.  
List of 38 prisoners to be discharged from December 16 to 22, 1883. Transmitted to Prison Association.

From Lunatic Asylum, Blackwell's Island—History of 12 patients received during week ending December 8, 1883. On file.

From New York City Asylum for Insane, Ward's Island—History of 16 patients received during week ending December 8, 1883. On file.

From City Prison—Amount of fines received during week ending December 8, 1883, \$253. On file.

## Resolutions.

Resolved, That the General Bookkeeper, after January 1, 1884, furnish to the Commissioners, over his signature, a fortnightly statement of the financial condition of the Department, showing their indebtedness of every kind and nature. Adopted.

Ordered, That the Supply Clerk report all purchases made by him to the General Bookkeeper not later than the day after the purchases are made, and do all in his power to aid the General Bookkeeper so that he can at any time make an absolute statement as to the indebtedness of the Department. By the Board.

Ordered, That hereafter when a contractor shall have been placed in default by this Department the Supply Clerk shall not purchase the article for which the contractor has been placed in default, without directions from this Board. By the Board.

## Appointments.

December 10. Rebecca Daly, Attendant, Lunatic Asylum. Salary, \$102 per annum.  
10. Hugh J. Doran, Visitor, Out-door Poor Department. Salary, \$2.50 per day.  
10. James Finnell, Attendant, N. Y. City Asylum for Insane. Salary, \$240 per annum.  
10. Frank Reisenheiser, Driver, Central Office Stables. Salary, \$600 per annum.  
12. Francis Kearns, Night Watchman, Bellevue Hospital. Salary, \$144 per annum.  
12. Annie Reilly, Laundress, Bellevue Hospital. Salary, \$168 per annum.  
15. Michael Dempsey, Attendant, N. Y. City Asylum for Insane. Salary, \$240 per annum.  
15. Christian Enders, Attendant, N. Y. City Asylum for Insane. Salary, \$240 per annum.  
15. John Butler, Steward, Infants' Hospital. Salary, \$900 per annum.

## Resignations.

December 10. Frank McCaffrey, Orderly, Bellevue Hospital.  
10. Peter A. Taggart, Steward, Infants' Hospital.  
12. Mary Lynch, Cook, Charity Hospital.

## Dismissals.

December 13. Advent Covell, Attendant, N. Y. City Asylum for Insane.  
13. William Diver, Attendant.  
13. John E. Malane, Keeper, Penitentiary.  
15. Joseph Kelly, Attendant, N. Y. City Asylum for Insane.  
15. Frederick Conklin, Attendant, N. Y. City Asylum for Insane.

G. F. BRITTON, Secretary.

## APPROVED PAPERS.

Resolved, That the grade of One Hundred and Thirteenth street, between Eighth and New avenues, be and the same is hereby established, as shown by the red figures and lines of the accompanying diagram, under the direction of the Commissioner of Public Works.

Adopted by the Board of Aldermen, December 5, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That Eleventh avenue, from Kingsbridge road to Dyckman street, be regulated and graded, curb-stones set and sidewalks flagged a space of four feet wide, under the direction of the Commissioner of Public Works; and that the accompanying ordinance therefor be adopted.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That Ninety-fifth street, from Ninth to Tenth avenue, be regulated, graded, curbed and flagged a space four feet wide, where not already done, under the direction of the Commissioner of Public Works; and that the accompanying ordinance therefor be adopted.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That One Hundred and Fourteenth street, from Fourth to Eighth avenue, be regulated and graded, curb-stones set, and sidewalks flagged a space of four feet wide, where not already done, under the direction of the Commissioner of Public Works; and that the accompanying ordinance therefor be adopted.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That the roadway of Eighty-first street, from the Boulevard to Riverside Drive, be paved with trap-block pavement, and that crosswalks be laid at the intersecting and terminating avenues where required, under the direction of the Commissioner of Public Works; and that the accompanying ordinance therefor be adopted.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That the resolution adopted by this Board April 2, 1883, authorizing and directing the Commissioner of Public Works to place and keep an improved iron drinking-hydrant on Riverdale avenue, in the Twenty-fourth Ward, be and the same is hereby amended so as to read as follows:

Resolved, That the Commissioner of Public Works be and he hereby is authorized and directed to place and keep an improved iron drinking-hydrant, for man and beast, on the northeasterly corner of Riverdale avenue and the lane, about three hundred feet southerly from Rock street, in the Twenty-fourth Ward.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That the sidewalks of Fifty-seventh street on the south side between Madison and Fifth avenues, be regulated and graded so as to lay an additional course of flagging four feet wide, and that said additional course be laid between the above-described limits where not already done, under the direction of the Commissioner of Public Works; and that the accompanying ordinance therefor be adopted.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

Resolved, That Croton water-mains be laid in Anderson avenue, from Orchard street to Bridge street; in Marcher avenue or Third avenue, from Bridge street to a point in said avenue distant about nine hundred feet northerly from said street; in Bridge street, from Marcher or Third avenue to Claremont or Second avenue, and in Claremont or Second avenue, from Bridge street to a point in said avenue distant about seven hundred and eighty feet northerly from said street; the work to be done under the direction of the Commissioner of Public Works, as provided in chapter 381 of the Laws of 1879.

Adopted by the Board of Aldermen, December 8, 1883.

Approved by the Mayor, December 18, 1883.

## METEOROLOGICAL OBSERVATORY

OF THE

## DEPARTMENT OF PUBLIC PARKS

CENTRAL PARK, 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.

## ABSTRACT OF REGISTERS FROM SELF-RECORDING INSTRUMENTS.

For the Week ending December 22, 1883.

## Barometer.

DATE.	7 A. M.	2 P. M.	9 P. M.	Mean for the Day.	MAXIMUM.		MINIMUM.	
					Reduced to Freezing.	Time.	Reduced to Freezing.	Time.
DECEMBER.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Reduced to Freezing.	Time.	Reduced to Freezing.	Time.
Sunday, 16	29.954	29.854	29.808	29.871	29.962	3 A. M.	29.732	12 P. M.
Monday, 17	29.600	29.624	29.850	29.691	29.872	12 P. M.	29.600	7 A. M.
Tuesday, 18	29.810	29.772	29.922	29.835	29.956	12 P. M.	29.754	1 P. M.
Wednesday, 19	30.068	30.000	30.102	30.056	30.126	11 P. M.	29.996	0 A. M.
Thursday, 20	30.226	30.202	30.204	30.213	30.290	10 A. M.	30.108	12 P. M.
Friday, 21	29.922	29.802	29.886	29.870	30.108	0 A. M.	29.802	2 P. M.
Saturday, 22	30.078	30.130	30.278	30.162	30.302	12 P. M.	29.902	0 A. M.

Mean for the week..... 29.956 inches.

Maximum " at 12 P. M., December 22..... 30.302 "

Minimum " at 7 A. M., December 17..... 29.600 "

Range " ..... .702 "

## Thermometers.

DATE. DECEMBER.		7 A. M.		2 P. M.		9 P. M.		MEAN.		MAXIMUM.			MINIMUM.			MAX- IMUM.		
		Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Dry Bulb.	Wet Bulb.	Time.	Wet Bulb.	Time.	Dry Bulb.	Time.	Wet Bulb.		Time.	
Sunday,	16	16	15	24	22	21	26	22.7	21.0	28	9 P. M.	26	9 P. M.	9	1 A. M.	9	1 A. M.	83.
Monday,	17	21	21	27	26	24	24	24.0	23.7	28	3 P. M.	28	3 P. M.	20	8 A. M.	20	8 A. M.	87.
Tuesday,	18	31	29	37	33	36	33	34.6	31.6	37	12 P. M.	34	12 P. M.	22	0 A. M.	22	0 A. M.	50.
Wednesday,	19	32	32	25	25	24	24	27.0	27.0	37	0 A. M.	34	0 A. M.	23	12 P. M.	23	12 P. M.	40.
Thursday,	20	22	22	23	23	22	22	22.3	22.3	24	3 P. M.	23	2 P. M.	21	12 P. M.	21	12 P. M.	38.
Friday,	21	21	21	28	26	25	25	24.7	24.0	29	3 P. M.	28	3 P. M.	21	4 A. M.	21	4 A. M.	83.
Saturday,	22	19	19	19	19	12	12	16.7	16.7	25	0 A. M.	25	0 A. M.	10	12 P. M.	10	12 P. M.	94.

Mean for the week..... 24.5 degrees..... 23.7 degrees.  
Maximum for the week, at 12 P. M., 18th..... 37. " at 12 P. M., 18th..... 34. "  
Minimum " " at 1 A. M., 16th..... 9. " at 1 A. M., 16th..... 9. "  
Range " " ..... 28. " ..... 25. "

## Wind.

DATE.	DIRECTION.			VELOCITY IN MILES.			Distance for the Day.	FORCE IN POUNDS PER SQUARE FOOT			Time.
	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.	
DECEMBER.	7 A. M.	2 P. M.	9 P. M.	7 A. M.	2 P. M.	9 P. M.	Distance for the Day.	7 A. M.	2 P. M.	9 P. M.	Time.
Sunday, 16	SSE	SW	S	49	57	57	163	0	0	0	4 4.30 P. M.
Monday, 17	NNE	NNW	WNW	56	57	54	167	1 1/2	1 1/2	0	7 A. M.
Tuesday, 18	SW	SW	SW	61	121	81	263	11 1/4	3 1/4	3 1/4	0.40 P. M.
Wednesday, 19	NNE	NNE	N	41	71	80	192	0	1 1/2	3 1/4	2.30 P. M.
Thursday, 20	N	N	N	86	59	50	195	3/4	0	1 1/4	7.30 A. M.
Friday, 21	NNW	WNW	W	70	52	69	191	0	3/4	1/2	10.15 P. M.
Saturday, 22	WNW	WNW	WNW	143	102	102	347	2	1 1/4	1 1/4	5.10 A. M.

Distance traveled during the week..... 1,518 miles.

Maximum force " " ..... 12 1/4 pounds.

DATE. DECEMBER.	Hygrometer.						Clouds.			Rain and Snow.					
	FORCE OF VAPOR.			RELATIVE HUMIDITY.			CLEAR, O. OVERCAST, 10.			DEPTH OF RAIN AND SNOW IN INCHES.					
	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.	Time of Beginning.	Time of Ending.	Duration.	Amount of Water.	Depth of Snow.	
												H. M.			
Sunday, 16	.074	.095	.117	83	74	77	3 Cir.	10	10	9 P. M.	12 P. M.	3.00	.01	} 2 1/2	
Monday, 17	.113	.129	.129	100	88	100	9 Cir. Cu.	0	7 Cu.	0 A. M.	7 A. M.	7.00	.11		
Tuesday, 18	.137	.136	.149	79	62	70	10	10	10	.....	.....	.....	.....	..	
Wedn'day, 19	.181	.135	.129	100	100	100	10	10	10	7 A. M.	8 P. M.	13.00	.60	5	
Thursday, 20	.118	.123	.118	100	100	100	10	10	10	.....	.....	.....	.....	..	
Friday, 21	.113	.117	.135	100	77	100	10	3 Cir.	0	0 A. M.	11 A. M.	11.00	.35	2 1/2	
Saturday, 22	.103	.103	.075	100	100	100	3 Cir. Cu.	4 Cir. Cu.	0	.....	.....	.....	.....	..	

Total amount of water for the week..... 1.07 inch.

Total depth of snow for week..... 10.00 "

DANIEL DRAPER, PH. D., Director.



## OFFICIAL DIRECTORY.

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

## EXECUTIVE DEPARTMENT.

**Mayor's Office.**  
No. 6 City Hall, 10 A. M. to 3 P. M.  
FRANKLIN EDSON, Mayor; AUGUSTUS WALSH, Chief Clerk; WILLIAM E. LUCAS, Secretary.  
**Mayor's Marshal's Office.**  
No. 1 City Hall, 9 A. M. to 4 P. M.  
GEORGE A. McDERMOTT, First Marshal.  
**Permit Bureau Office.**  
No. 13½ City Hall, 9 A. M. to 4 P. M.  
HENRY WOLTMAN, Registrar.

## COMMISSIONERS OF ACCOUNTS.

No. 1 County Court-house, 9 A. M. to 4 P. M.  
GEO. EDWIN HILL, ANDREW B. MARTIN.

## AQUEDUCT COMMISSIONERS.

Room 73, Tribune Building, 9 A. M. to 5 P. M.  
THE MAYOR, President; JAMES W. McCULLOH, Secretary; BENJAMIN S. CHURCH, Chief Engineer.

## LEGISLATIVE DEPARTMENT.

**Office of Clerk of Common Council.**  
No. 8 City Hall, 10 A. M. to 4 P. M.  
JOHN REILLY, President Board of Aldermen.  
FRANCIS J. TWOMEY, Clerk Common Council.  
**City Library.**  
No. 12 City Hall, 10 A. M. to 4 P. M.

## DEPARTMENT OF PUBLIC WORKS.

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

**Bureau of Water Register.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
JOHN H. CHAMBERS, Register.

**Bureau of Incumbrances.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
JOSEPH BLUMENTHAL, Superintendent.

**Bureau of Lamps and Gas.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
STEPHEN MCCORMICK, Superintendent.

**Bureau of Streets.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
JAMES J. MOONEY, Superintendent.

**Engineer in Charge of Sewers.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
STEPHENSON TOWLE, Engineer-in-Charge.

**Bureau of Chief Engineer.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
ISAAC NEWTON, Chief Engineer.

**Bureau of Street Improvements.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
GEORGE A. JEREMIAH, Superintendent.

**Bureau of Repairs and Supplies.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
THOMAS H. McAVOY, Superintendent.

**Bureau of Water Purveyor.**  
No. 31 Chambers street, 9 A. M. to 4 P. M.  
DAVID L. SMITH, Water Purveyor.

**Keeper of Buildings in City Hall Park.**  
MARTIN J. KESSE, City Hall.

## FINANCE DEPARTMENT.

**Comptroller's Office.**  
Nos. 19 and 20 New County Court-house, 9 A. M. to 4 P. M.  
S. HASTINGS GRANT, Comptroller; RICHARD A. STORRS, Deputy Comptroller.

**Auditing Bureau.**  
No. 19 New County Court-house, 9 A. M. to 4 P. M.  
WM. J. LYON, Auditor of Accounts.

**Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents.**  
No. 5 New County Court-house, 9 A. M. to 4 P. M.  
ARTEMAS S. GADY, Collector of Assessments and Clerk of Arrears.

**Bureau for the Collection of City Revenues and of Markets.**  
No. 6 New County Court-house, 9 A. M. to 4 P. M.  
FRANCIS TOMES, Collector of City Revenue and Superintendent of Markets.  
THOMAS F. DE VOS, Deputy Superintendent of Markets.

**Bureau for the Collection of Taxes.**  
First floor Brown-stone Building, City Hall Park.  
MARTIN T. McMAHON, Receiver of Taxes; ALFRED VREDENBURG, Deputy Receiver of Taxes.

**Bureau of the City Chamberlain.**  
No. 18 New County Court-house, 9 A. M. to 4 P. M.  
J. NELSON TAPPAN, City Chamberlain.

**Office of the City Paymaster.**  
Room 1, New County Court-house, 9 A. M. to 4 P. M.  
MORRIS FALLS, City Paymaster.

## LAW DEPARTMENT.

**Office of the Counsel to the Corporation.**  
Staats Zeitung Building, third floor, 9 A. M. to 4 P. M.  
Saturdays, 9 A. M. to 4 P. M.  
GEORGE P. ANDREWS, Counsel to the Corporation; ANDREW T. CAMPBELL, Chief Clerk.

**Office of the Public Administrator.**  
No. 49 Beekman street, 9 A. M. to 4 P. M.  
ALGERNON S. SULLIVAN, Public Administrator.

**Office of the Corporation Attorney.**  
No. 49 Beekman street, 9 A. M. to 4 P. M.  
WILLIAM A. BOYD, Corporation Attorney.

## POLICE DEPARTMENT.

**Central Office.**  
No. 300 Mulberry street, 9 A. M. to 4 P. M.  
STEPHEN B. FRENCH, President; SETH C. HAWLEY, Chief Clerk; JOHN J. O'BRIEN, Chief Bureau of Elections.

## DEPARTMENT OF CHARITIES AND CORRECTION.

**Central Office.**  
No. 65 Third avenue, corner Eleventh street, 8.30 A. M. to 5.30 P. M.  
H. H. PORTER, President; GEORGE F. BRITTON, Secretary.

## FIRE DEPARTMENT.

**Headquarters.**  
Nos. 155 and 157 Mercer street.  
CORNELIUS VAN COTT, President; CARL JUSSEN, Secretary.

**Bureau of Chief of Department.**  
ELI BATES, Chief of Department.

**Bureau of Inspector of Combustibles.**  
PETER SEERY, Inspector of Combustibles.

**Bureau of Fire Marshal.**  
GEORGE H. SHELTON, Fire Marshal.

**Bureau of Inspection of Buildings.**  
WM. P. ESTERBROOK, Inspector of Buildings.  
Office hours, Headquarters and Bureaus, from 9 A. M. to 4 P. M. Saturdays, 3 P. M.

**Attorney to Department.**  
WM. L. FINDLEY, Nos. 155 and 157 Mercer street and No. 120 Broadway.

**Fire Alarm Telegraph.**  
J. ELLIOT SMITH, Superintendent of Telegraph, Nos. 155 and 157 Mercer street.

**Repair Shops.**  
Nos. 128 and 130 West Third street.  
JOHN McCABE, Chief of Battalion-in-Charge, 8 A. M. to 5 P. M.

**Hospital Stables.**  
99th street, between 9th and 10th avenues (temporarily).  
JOSEPH SHEA, Superintendent of Horses.

## HEALTH DEPARTMENT.

No. 301 Mott street, 9 A. M. to 4 P. M.  
ALEXANDER SHALER, President; EMMONS CLARK, Secretary.

## DEPARTMENT OF PUBLIC PARKS.

No. 36 Union Square, 9 A. M. to 4 P. M.  
SALEM H. WALES, President; EDWARD P. BARKER, Secretary.

**Civil and Topographical Office.**  
Arsenal, 64th street and 5th avenue, 9 A. M. to 5 P. M.

**Office of Superintendent of 23d and 24th Wards.**  
145th street and 3d avenue, 9 A. M. to 5 P. M.

## DEPARTMENT OF DOCKS.

Nos. 117 and 119 Duane street, 9 A. M. to 4 P. M.  
LUCIUS J. N. STARK, President; JOHN T. CUMING, Secretary.

## DEPARTMENT OF TAXES AND ASSESSMENTS.

Staats Zeitung Building, Tryon Row, 9 A. M. to 4 P. M.  
THOMAS B. ASTEN, President; FLOYD T. SMITH, Secretary.

**Office Bureau Collection of Arrears of Personal Taxes.**  
Brown-stone Building, City Hall Park, 9 A. M. to 4 P. M.  
CHARLES S. BEARDSLEY, Attorney; WILLIAM COMBERFORD, Clerk.

## DEPARTMENT OF STREET CLEANING.

31 and 32 Park Row, "World" Building, Rooms 8 and 9, 9 A. M. to 4 P. M.  
JAMES S. COLEMAN, Commissioner; A. H. ROGERS, Deputy Commissioner; M. J. MORRISON, Chief Clerk.

## BOARD OF ASSESSORS.

Office, City Hall, Room No. 11½, 9 A. M. to 4 P. M.  
JOHN R. LYDECKER, Chairman; WM. H. JASPER, Secretary.

## BOARD OF EXCISE.

Corner Bond street and Bowery, 9 A. M. to 4 P. M.  
NICHOLAS HAUGHTON, President; BENJAMIN F. HASKIN, Secretary and Chief Clerk.

## SHERIFF'S OFFICE.

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

## REGISTER'S OFFICE.

East side City Hall Park, 9 A. M. to 4 P. M.  
AUGUSTUS T. DOCHARTY, Register; J. FAIRFAX, McLAUGHLIN, Deputy Register.

## COMMISSIONER OF JURORS.

No. 17 New County Court-house, 9 A. M. to 4 P. M.  
GEORGE CAULFIELD, Commissioner; JAMES E. CONNER, Deputy Commissioner.

## COUNTY CLERK'S OFFICE.

Nos. 7 and 8 New County Court-house, 9 A. M. to 4 P. M.  
PATRICK KEENAN, County Clerk; H. STEVENSON BEATTIE, Deputy County Clerk.

## DISTRICT ATTORNEY'S OFFICE.

Second floor, Brown-stone Building, City Hall Park, 6 A. M. to 4 P. M.  
WHEELER H. PECKHAM, District Attorney; HUGH DONNELLY, Chief Clerk.

## THE CITY RECORD OFFICE.

**And Bureau of Printing, Stationery, and Blank Books.**  
No. 2 City Hall, 8 A. M. to 5 P. M., except Saturdays, on which days 8 A. M. to 3 P. M.  
THOMAS COSTIGAN, Supervisor; R. P. H. ABELL, Book-keeper.

## CORONERS' OFFICE.

Nos. 13 and 15 Chatham street.  
PHILIP MERKLE, FERDINAND LEVY, BERNARD F. MARTIN and WILLIAM H. KENNEDY, Coroners; JOHN T. TOAL, Clerk of the Board of Coroners.

## SUPREME COURT.

Second floor, New County Court-house, 10½ A. M. to 3 P. M.  
General Term, Room No. 9.  
Special Term, Room No. 10.  
Chambers, Room No. 11.  
Circuit, Part I., Room No. 12.  
Circuit, Part II., Room No. 13.  
Circuit, Part III., Room No. 14.  
Judges' Private Chambers, Room No. 15.  
NOAH DAVIS, Chief Justice; PATRICK KEENAN, Clerk.

## SUPERIOR COURT.

Third floor, New County Court-house, 11 A. M.  
General Term, Room No. 29.  
Special Term, Room No. 30.  
Chambers, Room No. 31.  
Part I., Room No. 32.  
Part II., Room No. 33.  
Part III., Room No. 34.  
Judges' Private Chambers, Room No. 35.  
Naturalization Bureau, Room No. 36.  
Clerk's Office, 9 A. M. to 4 P. M., Room No. 37.  
JOHN SEDGWICK, Chief Judge; THOMAS BOESE, Chief Clerk.

## COURT OF COMMON PLEAS.

Third floor, New County Court-house, 11 A. M.  
Clerk's Office, 9 A. M. to 4 P. M., Room No. 22.  
General Term, Room No. 23.  
Special Term, Room No. 24.  
Chambers, Room No. 25.  
Part I., Room No. 26.  
Part II., Room No. 27.  
Part III., Room No. 28.  
Naturalization Bureau, Room No. 29.  
CHARLES P. DALY, Chief Justice; NATHANIEL JARVIS, Jr., Chief Clerk.

## COURT OF GENERAL SESSIONS.

No. 32 Chambers street. Parts I. and II.  
FREDERICK SMYTH, Recorder, Presiding Judge of the General Sessions; HENRY A. GILDERSLEEVE and RUFUS B. COWING, Judges.  
Terms, first Monday each month.  
JOHN SPARKS, Clerk.

## CITY COURT.—CITY HALL.

General Term, Room No. 20.  
Trial Term, Part I., Room No. 20.  
Part II., Room No. 19.  
Part III., Room No. 18.  
Special Term, Chambers, Room No. 21, to 4 P. M.  
Clerk's Office, 9 A. M. to 4 P. M., Room No. 10, City Hall.  
GEORGE SHEA, Chief Justice; JOHN SAVAGE, Clerk.

## OVER AND TERMINER COURT.

General Term, New County Court-house, second floor, southeast corner, Room No. 13, 10.30 A. M.  
Clerk's Office, Brown-stone Building, City Hall Park, second floor, northwest corner.

## COURT OF SPECIAL SESSIONS.

At Tombs, corner Franklin and Centre streets, Tuesdays, Thursdays, and Saturdays, 10 A. M.  
Clerk's Office, Tombs.

## DISTRICT CIVIL COURTS.

First District—First, Second, Third, and Fifth Wards, southwest corner of Centre and Chambers streets, 10 A. M. to 4 P. M.  
MICHAEL NORTON, Justice.

Second District—Fourth, Sixth, and Fourteenth Wards, corner of Pearl and Centre streets, 9 A. M. to 4 P. M.  
CHARLES M. CLANCY, Justice.

Third District—Eighth, Ninth, and Fifteenth Wards, Sixth avenue, corner West Third street.  
GEORGE W. PARKER, Justice.

Fourth District—Tenth and Seventeenth Wards, Nos. 20 and 22 Second avenue, 9 A. M. to 4 P. M.  
ALFRED STECKLER, Justice.

Fifth District—Seventh, Eleventh, and Thirteenth Wards, No. 154 Clinton street.  
JOHN H. MCCARTHY, Justice.

Sixth District—Eighteenth and Twenty-first Wards, Nos. 380 and 391 Fourth avenue.  
WILLIAM H. KELLY, Justice.

Seventh District—Nineteenth and Twenty-second Wards, Fifty-seventh street, between Third and Lexington avenues.  
AMBROSE MONELL, Justice.

Eighth District—Sixteenth and Twentieth Wards, southwest corner of Twenty-second street and Seventh avenue.  
FREDERICK G. GEDNEY, Justice.

Ninth District—Twelfth Ward, One Hundred and Twenty-fifth street, near Fourth avenue.  
HENRY P. MCGOWN, Justice.

Tenth District—Twenty-third and Twenty-fourth Wards, corner of College avenue and Kin, bridge road.  
JAMES R. ANGELL, Justice.

## POLICE COURTS.

**Judges**—MAURICE J. POWER, J. HENRY FORD, JACOB PATTERSON, JR., JAMES T. KILBRETH, BANKSON T. MORGAN, HENRY MURRAY, SOLOMON B. SMITH, ANDREW J. WHITE, HUGH GARDINER, GERSON N. HERRMANN, PATRICK G. DUFFY.  
GEORGE W. CREGIER, Secretary.

**Office of Secretary, Fifth District Police Court, One Hundred and Twenty-fifth street, near Fourth avenue.**

First District—Tombs, Centre street.

Second District—Jefferson Market.

Third District—No. 69 Essex street.

Fourth District—Fifty-seventh street, near Lexington avenue.

Fifth District—One Hundred and Twenty-fifth street, near Fourth avenue.

Sixth District—One Hundred and Fifty-eighth street and Third avenue.

## DEPARTMENT OF DOCKS.

(Work of Construction under New Plan.)

DEPARTMENT OF DOCKS,  
117 AND 119 DUANE STREET.

## TO CONTRACTORS.

(No. 200.)

PROPOSALS FOR ESTIMATES FOR PREPARING FOR AND BUILDING A NEW WOODEN PIER, WITH A TEMPORARY APPROACH THERETO, AT THE FOOT OF WEST FORTY-FOURTH STREET, NORTH RIVER.

ESTIMATES FOR PREPARING FOR AND building a New Wooden Pier, including an approach, with their appurtenances, at the foot of West Forty-fourth street, North river, will be received by the Board of Commissioners at the head of the Department of Docks, at the office of said Department, Nos. 117 and 119 Duane street, in the City of New York, until 12 o'clock M. of

FRIDAY, JANUARY 11, 1884,

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

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

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

**CLASS 1.**  
Dredging, about.....1,800 cubic yards.

**CLASS 2.**  
Wooden pier and approach complete, containing about the following quantities:

NEW PIER.		Feet B. M., measured in the work.
1. Yellow Pine timber, 12"x12".....	120,312	
" " 8"x12".....	280	
" " 8"x14".....	261	
" " 8" plank.....	560	
" " 6"x12".....	8,568	
" " 6" plank.....	4,140	
" " 8"x8".....	9,456	
" " 5" plank.....	31,500	
" " 5"x10".....	21,307	
" " 4"x10".....	1,160	
" " 4" plank.....	94,800	
" " 2"x4".....	6,922	
Total.....	299,326	

2. Spruce Timber, 3" plank..... 76,302

3. White Oak Timber, 8"x12"..... 12,320  
" " 6"x8"..... 40

Total..... 12,360

NOTE.—The above quantities of timber are exclusive of extra lengths required for scarfs, laps, etc., and of waste.

4. White Pine, Yellow Pine or Cypress piles..... 635  
(The piles for the outer 150 feet in length of the new pier will be from about 85 to 75 feet in length, and for the remaining portion of the new pier they will be from about 75 feet in length to about 50 feet in length, to comply with the specifications for driving.)

5. Yellow or White Pine Mooring Posts..... 20  
6. ¾"x22", ¾"x12", ¾"x18", ¾"x16", ¾"x14", ¾"x12", ¾"x10", ¾"x8", ¾"x6", square, and ¾"x12", ¾"x10", ¾"x8", ¾"x6", round, wrought-iron dock spikes, about..... 32,141 pounds.

7. Boiler-plate rivets and wrought-iron corner bands, about..... 18,576 "

8. 1½", 1", and ¾" wrought-iron Screw-bolts, about..... 9,540 "

9. Cast-iron Washers for 1½", 1", and ¾" crew bolts, about..... 6,435 "

10. Materials for painting and oiling or tarring.

11. Labor of every description, for an area of about 28,500 square feet of new pier.

**APPROACH.**

12. Yellow Pine Timber, 12"x12"..... 23,472  
" " 6"x12"..... 2,070  
" " 8"x8"..... 2,032  
" " 6" plank..... 5,160  
" " 5"x12"..... 5,500  
" " 5"x10"..... 1,525  
" " 4"x10"..... 80  
" " 4" plank..... 45,808  
" " 2"x4"..... 982

Total..... 87,229

13. Spruce, 3" plank..... 15,528  
" " 2" "..... 2,504

Total..... 18,032

NOTE.—The above quantities of timber are exclusive of extra lengths required for scarfs, laps, etc., and of waste.

14. White Pine, Yellow Pine, Cypress or Spruce piles for Approach..... 83  
(The piles for the approach will be from about 50 feet to about 30 feet in length, to comply with the specifications for driving.)

15. White Pine, Yellow Pine, Cypress or Spruce piles for sewer..... 46

16. Yellow or White Pine Mooring Posts..... 2

17. Half-round Oak Fenders..... 16

18. ¾"x22", ¾"x20", ¾"x16", ¾"x14", ¾"x12", ¾"x10", ¾"x8", ¾"x6", square, and ¾"x12", ¾"x10", ¾"x8", ¾"x6", round, wrought-iron dock spikes, and ¾"x7" square Dock Spikes, and 6" Cut Spikes, about..... 5,976 pounds.

19. 1½" and 1" wrought-iron Screw-bolts, about..... 875 "

20. Cast-iron Washers for 1½" and 1" screw bolts, about..... 617 "

21. Earth-filling, about..... 2,500 cubic yards.

22. Crib-work, complete, with all appurtenances, including backing logs, mooring posts, fender piles, etc., about..... 97,000 cubic feet.

23. Materials for painting and oiling or tarring.

24. Labor of every description for the approach, complete, including box-drain, earth-filling, etc.

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



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

The bidder to whom the award is made shall give security for the faithful performance of the contract, in the manner prescribed and required by ordinance, in the sum of twelve thousand dollars.

The work to be done under this contract is to be commenced within five days after the date of the contract, and all the work contracted for is to be fully completed on or before the twenty-first day of July, 1884, and the damages to be paid by the contractor for each day that the contract may be unfulfilled after the time fixed for the fulfillment thereof has expired, are, by a clause in the contract, determined, fixed, and liquidated at Fifty Dollars per day.

All the old material to be taken from the bulkhead and the sunken canal boat, to be removed, will be relinquished to the contractor, and bidders must estimate the value of such material when considering the price for which they will do the work under the contract.

Bidders will state in their estimates a price for the whole of the work to be done, in each class, in conformity with the approved form of agreement and the specifications therein set forth, by which price the bids will be tested. This price is to cover all expenses of every kind involved in or incidental to the fulfillment of the contract, including any claim that may arise through delay, from any cause, in the performing of the work thereunder.

Bidders will distinctly write out, both in words and in figures, the amount of their estimates for doing this work.

The person or persons to whom the contract may be awarded will be required to attend at this office with the sureties offered by him or them, and execute the contract within five days from the date of the service of a notice to that effect; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and as in default to the Corporation; and the contract will be re-advertised and relet, and so on until it be accepted and executed.

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

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the City of New York, who shall be respectively *residents of business or residence*, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract, they will pay to the Corporation of the City of New York any difference between the sum to which said person or persons would be entitled on its completion, and that which said Corporation may be obliged to pay to the person to whom the contract may be awarded at any subsequent letting; the amount, in each case, to be calculated upon the estimated amount of the work to be done, in each class, by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; and that he has offered himself as surety in good faith and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered will be subject to approval by the Comptroller of the City of New York, after the award is made and prior to the signing of the contract.

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

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

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

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

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

LUCIUS J. N. STARK,

WILLIAM LAMBEER,

JOHN R. VOORHIS,

Commissioners of the Department of Docks.

Dated New York, December 27, 1883.

DEPARTMENT OF DOCKS,  
Nos. 117 and 119 DUANE STREET.

#### TO CONTRACTORS.

No. 201.

PROPOSALS FOR ESTIMATES FOR PREPARING FOR AND BUILDING A CRIB BULKHEAD, WITH APPURTENANCES, FROM SEVENTY-NINTH STREET TO EIGHTIETH STREET, NORTH RIVER, AND FOR REPAIRING EXISTING PIER AT FOOT OF SEVENTY-NINTH STREET, NORTH RIVER.

ESTIMATES FOR PREPARING FOR AND building a crib bulkhead, with appurtenances, from Seventy-ninth street to Eightieth street, North river, and for repairing the existing pier at foot of Seventy-ninth street, North river, will be received by the Board of Commissioners at the head of the Department of Docks, at the office of said Department, Nos. 117 and 119 Duane street, in the City of New York, until 12 o'clock M.

FRIDAY, JANUARY 11, 1884.

at which time and place the estimates will be publicly opened by the head of said Department. The award of

the contract, if awarded, will be made as soon as practicable after the opening of the bids.

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

The bidder to whom the award is made shall give security for the faithful performance of the contract, in the manner prescribed and required by ordinance, in the sum of eleven thousand dollars.

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

CLASS I.  
Dredging for the site of the crib bulkhead and in the slip in front of it, about..... 13,500 cubic yards.

CLASS II.  
Crib bulkhead and wooden box drain complete, containing about the following quantities:

1. About 200,320 cubic feet, more or less, of crib work, complete, including fenders, mooring posts, and backing logs.

2. Wooden box drain complete, containing about the following quantities:

	Feet B.M. measured in the work.
(a.) Yellow Pine Timber, 10" x 12".....	2,145
" " " 10" x 10".....	3,095
" " " 6" x 12".....	1,595
" " " 6" plank.....	8,385
" " " 4" x 12".....	186
" " " 4" plank.....	13,390
Total.....	28,826

(b.) 2" Spruce Plank, about..... 3,900

(c.) 2" x 20", 2" x 12", 2" x 10", and 2" x 8" square wrought-iron Dock Spikes, about..... 2,080 pounds.

(d.) 6" Cut Spikes, about..... 310 "

(e.) Piles to be driven, about..... 56 "

The Department of Docks will furnish, free of charge to the contractor, as many of these piles as do not require to be over 21 feet in length. It is expected that about one-half of these piles will be not more than 21 feet in length, and the remainder from 21 to 26 feet in length, but the contractor will furnish, at his own expense, all those that require to be longer than 21 feet, to bring up, in driving, according to the requirements of the specifications.

3. Materials for painting, and cladding or tarring.

4. Labor of every description for about 29,320 cubic feet of crib bulkhead, and about 195 feet of box drain.

CLASS III.  
Repairs to the Pier at Seventy-ninth street, North river.

	Feet B.M. measured in the work.
1. Yellow Pine Timber, 12" x 12".....	57,012
" " " 10" x 12".....	12,802
" " " 8" x 12".....	280
" " " 8" x 10".....	480
" " " 8" plank.....	602
" " " 6" x 12".....	2,863
" " " 6" plank.....	4,380
" " " 5" x 10".....	5,442
" " " 5" plank.....	2,500
" " " 4" plank.....	29,200
" " " 4" x 4".....	1,000
Total.....	116,824

2. White Oak Timber, 8" x 12"..... 224

3. 3" Spruce Plank..... 26,280

4. White Pine, Yellow Pine, Cypress or Spruce piles..... 206

It is expected that the piles will have to be from about 45 feet in length to about 75 feet in length, to comply with the Specifications for driving.

5. Mooring Piles..... 6

6. Ha-frond Oak Fenders..... 24

7. Crib Legs, 38 to 47 feet long..... 34

8. Crib Legs (unfurnished by Department) about..... 135

9. 12" x 12", 10" x 12", 8" x 12", 8" x 10", 8" x 8", 6" x 12", 6" x 10", 6" x 8", 4" x 12", 4" x 10", 4" x 8", square, and 12" x 12", 10" x 12", 8" x 12", 8" x 10", 8" x 8", round, Wrought-iron Dock Spikes and 12d. Nails, about..... 12,500 pounds.

10. 1 1/2", 1", and 3/4" Wrought-iron Screw Bolts, about..... 2,120 "

11. Wrought-iron Armature Plates and Corner-bands, about..... 2,160 "

12. Cast-iron Pile Shoes and Cast-iron Washers, about..... 2,290 "

13. Crib stone, about..... 350 cub. yds.

14. Materials for Painting and Oiling or Tarring.

15. Labor of every description, including removal of old material, for about 8,790 square feet of Pier.

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

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

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

The work to be done under the contract is to be commenced within five days after the date of the contract, and the entire work is to be fully completed on or before the Twenty-first day of July, 1884, and the damages to be paid by the contractor for each day that the contract or any part thereof, may be unfulfilled after the time or times fixed for the fulfillment thereof has expired, are, by a clause in the contract, fixed and liquidated at fifty dollars per day.

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

All the material excavated is to be removed by the contractor and deposited in all respects according to law; and any material dredged not so deposited will not be paid for.

Bidders will state in their estimates a price for the whole of the work to be done in each class, in conformity with the approved form of agreement and the specifications therein set forth, by which price the bids will be tested. These prices are to cover all expenses of every kind involved in or incidental to the fulfillment of the contract, including any claim that may arise through delay, from any cause, in the performing of the work thereunder. The award of the contract, if awarded, will be made to the bidder who is the lowest in price for doing the whole of the work comprised in the three several classes, and whose estimate is regular in all respects.

Bidders will distinctly write out, both in words and in figures, the amount of their estimates for doing this work.

The person or persons to whom the contract may be awarded will be required to attend at this office with the sureties offered by him or them, and execute the contract within five days from the date of the service of a notice to that effect; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and as in default to the Corporation, and the contract will be re-advertised and relet, and so on until it be accepted and executed.

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

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the City of New York, who shall be respectively *residents of business or residence*, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract, they will pay to the Corporation of the City of New York any difference between the sum to which said person or persons would be entitled on its completion, and that which said Corporation may be obliged to pay to the person to whom the contract may be awarded at any subsequent letting; the amount, in each case, to be calculated upon the estimated amount of the work to be done in each class, by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; and that he has offered himself as surety in good faith, and with the intention to execute the bond required by law. The adequacy and sufficiency of the security offered will be subject to approval by the Comptroller of the City of New York, after the award is made and prior to the signing of the contract.

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

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

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

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

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

LUCIUS J. N. STARK,

WILLIAM LAMBEER,

JOHN R. VOORHIS,

Commissioners of the Department of Docks.

Dated, New York, December 27, 1883.

#### PUBLIC NOTICE.

DEPARTMENT OF DOCKS,  
Nos. 117 and 119 DUANE STREET.

FOR THE INFORMATION OF THE PUBLIC,  
And especially of those using the Wharf Property of the City of New York, the following extracts from the rules and regulations established for the guidance of the Dock Masters appointed by the Board governing this Department, and to be observed by them in the performance of their duties, are hereby promulgated and published:

Resolved, For the proper supervision of the waterfront of the city, the care of the wharf property located thereon placed in the charge of this Department, the rendering of necessary facilities for the prompt berthing of vessels, and the collection of the wharfage accruing therefrom, that the waterfront of the City of New York be and hereby is arranged and divided into nine districts, and that for each of the said districts there shall be appointed, designated, or assigned, from time to time, at the pleasure of the Board, a "Dock Master," who shall perform such duties and render such services in relation to the supervision, regulation, and occupation of the wharf property and waterfront in their respective districts, as the laws of the United States and of the State of New York, the ordinances of the City of New York, and the by-laws of this Board, and its rules, or orders, shall or may require, prescribe, or direct.

The several districts so made and created, and the Dock Masters assigned thereto, are as follows, to wit:

District No. 1.—Embracing all that portion of the East river, extending from Castle Garden, on the Battery, to and including Pier 21, East river.

Charles H. Thompson, Dock Master; office, 33 Counties Slip.

District No. 2.—All that portion of the North river extending from Castle Garden, to and including Pier old 42, North river.

George W. Wasmaker, Dock Master; office, foot of Duane street, N. R.

District No. 3.—From east side Pier 21, East river, to and including Pier 55, East river.

Edward Abel, Dock Master; office, 262 South street.

District No. 4.—From north side Pier, old 42, North river, to and including pier at foot of West Twenty-third street, North river.

John M. Smith, Dock Master; office, Pier, new 43, N. R.

District No. 5.—From north side Pier 55, East river, to North side of Thirty-fourth street, East river.

Bernard Kenney, Dock Master; office, foot of East Sixteenth street, E. R.

District No. 6.—From north side Pier at Twenty-third street, North river, to and including Pier at foot Fifty-ninth street, North river.

Edward Gilon, Dock Master; office, Pier, new 57, N. R.

District No. 7.—From north side of Thirty-fourth street, East river, to south side of Ninety-second street, East river.

Robert Hall, Dock Master; office, 645 First avenue.

District No. 8.—From north side of Pier at Fifty-ninth street, North river, to Yonkers and Spuyten Duyvil Creek, from North river to Kingsbridge.

Theodore S. Croft, Dock Master; office, foot of West Seventy-ninth street, N. R.

District No. 9.—From south side Ninety-second street, East river, to and including Bronx river, and also Harlem river, from East river to Kingsbridge.

John Callan, Dock Master; office, foot of East One Hundred and Fourth street, Harlem river.

Resolved, That until otherwise ordered by this Board the following rules and instructions are issued for the guidance and observance of the several Dock Masters of the Department:

\* \* \* \* \*

Each Dock Master shall promptly designate and assign in the order in which application is made, suitable and convenient berths, so far as practicable, within the limits of his district, for the use of such vessel and water craft as may require the same for the reception or discharge of passengers, merchandise, etc., therefrom or for the necessary repair or the safety of any vessel or water craft.

It shall be the duty of each Dock Master to require and enforce the due observance of, and compliance with such of the national and State laws, city ordinances, and the rules, regulations and orders of the Department of Docks as pertain to the use, care, and custody of the wharf property of and about the City of New York, promptly reporting to the Board all violations and evasions of such laws, ordinances, rules, regulations and orders.

\* \* \* \* \*

Each Dock Master is expressly prohibited, under penalty of immediate dismissal from his position, from receiving or demanding, directly or indirectly, any fee, gratuity, compensation, or article of value of any nature or kind, for the assignment of a berth to a vessel at any pier, slip, or wharf property whatsoever, or for the performance of or the omission to perform any of the duties required of or pertaining to the position of Dock Master of this Department.

Any person or persons having any cause of complaint against the Dock Masters for any failure or omission in the performance of the duties as required by the above rules, are requested to promptly communicate the same to this Board, at their offices, Nos. 117 and 119 Duane street.

By order of the Board,

LUCIUS J. N. STARK,

WILLIAM LAMBEER,

JOHN R. VOORHIS,

Commissioners of the Department of Docks.

New York, December 1, 1883.

#### DEPARTMENT OF PUBLIC PARKS.

DEPARTMENT OF PUBLIC PARKS,  
36 UNION SQUARE,  
New York, December 17, 1883.

#### BIDS OR ESTIMATES

FOR LAYING SLEEPERS AND FLOORING OVER THE EAST AND WEST SIDEWALKS OF THE THIRD AVENUE BRIDGE OVER THE HARLEM RIVER.

—will be received by the Department of Public Parks, at their office, 36 Union Square, until ten o'clock A. M., on Monday, the 31st day of December, 1883, at which time and place the estimates will be publicly opened and read.

The person making any bid or estimate must furnish the same, enclosed in a sealed envelope, to the said Department of Public Parks, at its office, on or before the day and hour above mentioned.

The envelope must be indorsed with the name or names of the person or persons presenting the same, the date of its presentation and a statement of the work to which it relates.

For the nature and extent of the work, reference must be made to the specifications and drawings on file in the office of the Department.

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

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested. The consent above mentioned shall be accompanied by the oath, or affirmation in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise; and that he has offered himself as surety in good faith, and with the intention to execute the bond required by section 27 of chapter 8 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered to be approved by the Comptroller of the City of New York.

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

The amount in which security will be required for the faithful performance of the contract is \$1,000.

Bidders must satisfy themselves by personal examination of the location of the proposed work, and the plans and drawings, and by such other means as they may prefer, as to the nature and extent of the work and shall not







five dollars (\$5). Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk, and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect within five days after notice that the contract has been awarded to him to execute the same, the amount of the deposit made by him shall be forfeited and retained by the City of New York, as liquidated damages for such neglect or refusal; but if he shall execute the contract within the time aforesaid, the amount of his deposit will be returned to him.

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

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

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

CORNELIUS VAN COTT,  
HENRY D. PURROY,  
RICHARD CROKER,  
Commissioners.

HEADQUARTERS  
FIRE DEPARTMENT, CITY OF NEW YORK,  
155 & 157 MERCER STREET,  
NEW YORK, NOV. 21, 1883.

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

By order of

CORNELIUS VAN COTT, President.  
HENRY D. PURROY,  
RICHARD CROKER,  
Commissioners.

CARL JUSSEN,  
Secretary

## DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION.

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

### TO CONTRACTORS.

#### PROPOSALS FOR GROCERIES, DRY GOODS, FISH, ETC.

#### SEALED BIDS OR ESTIMATES FOR FURNISHING

##### GROCERIES.

- 50,000 pounds Brown Sugar.
- 10,000 pounds Coffee Sugar.
- 10,000 pounds Crushed Sugar.
- 10,000 pounds Granulated Sugar.
- 5,000 gallons Molasses.
- 2,000 gallons Syrup.
- 10,000 pounds Barley.
- 2,000 pounds Macaroni.
- 2,500 pounds Prunes.
- 5,000 pounds Hominy.
- 2,500 pounds Rice.
- 500 pounds Farina.
- 500 pounds Pepp. r.
- 500 pounds Cocoa.
- 100 pounds Chocolate.
- 1,000 pounds Laundry Starch.
- 500 pounds Corn Starch.
- 500 pounds Mustard.
- 10,000 pounds Hard Soap.
- 500 bushels Beans.
- 250 " Peas.
- 100 boxes Cheese.
- 50 barrels fine Flour.
- 50 " Pickles, 40 gallons, 2,000 to the barrel.
- 50 " Vinegar.
- 2,000 pounds Dairy Butter, sample on exhibition, Monday, January 7, 1884.
- 4,000 Fresh Eggs, all to be candled.
- 1,000 barrels good second Irish Potatoes, to weigh 168 pounds net per barrel, and to be delivered at Storehouse Dock, Blackwell's Island.

##### HAY, FEED, ETC.

- 100 bales prime Timothy Hay.
- 500 " long bright Rye Straw, tare on hay and straw not to exceed 3 pounds per bale, and weight charged as received at Storehouse, Blackwell's Island.
- 2,000 bushels Oats.
- 500 " Rye.
- 500 bags coarse Meal, 100 pounds each.
- 500 " fine " " "

##### FISH.

- 300 quintals prime quality Grand Bank Codfish, to average not less than 5 pounds each, to be delivered as required in boxes of four quintals each.
- 50 barrels prime quality large Shore No. 2 Mackerel, 200 pounds net each.
- 50 kits prime quality No. 1 Mackerel, 20 pounds each.

##### DRY GOODS.

- 50 bales, 40,000 yards, Brown Muslin.
- 50 " 50,000 yards, Bandage Muslin.
- 20 " 20,000 yards, Stillwater Muslin.
- 5 cases, 10,000 yards, Light Colors Prints.
- 5 " 10,000 yards, Dark Colors Prints.
- 5 " 10,000 yards, Shroud Muslin.
- 5 " 5,000 yards, Bleached Muslin.
- 10 " 10,000 yards, Blue Denims.
- 10 " 10,000 yards, Ticking.
- 10 " 10,000 yards, Awning Stripes.
- 10 " 10,000 yards, Hickory Stripes.

—or any part thereof, will be received at the office of the Department of Public Charities and Correction, in the City of New York, until 9:30 o'clock A. M., of Tuesday, January 8, 1884. The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Bid or Estimate for Groceries, Dry Goods, Fish, etc.," and with his or their name or names, and the date of presentation, to the head of said Department, at the said office, on or before the day and hour above named, at which time and place the bids or estimates received will be publicly opened by the President of said Department, and read.

THE BOARD OF PUBLIC CHARITIES AND CORRECTION RESERVES THE RIGHT TO REJECT ALL BIDS OR ESTIMATES IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 64, CHAPTER 410, LAWS OF 1882.

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

The award of the contract will be made as soon as practicable after the opening of the bids.

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

Any bidder for this contract must be known to be engaged in and well prepared for the business, and must have satisfactory testimonials to that effect; and the person or persons to whom the contract may be awarded

will be required to give security for the performance of the contract by his or their bond, with two sufficient sureties, in the penal amount of fifty (50) per cent. of the estimated amount of the contract.

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; 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 Common Council, Head of a Department, Chief of a Bureau, Deputy thereof, or Clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they shall pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise; and that he has offered himself as a surety in good faith and with the intention to execute the bond required by section 12 of chapter 7 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered is to be approved by the Comptroller of the City of New York.

No bid or estimate will be considered unless accompanied by either a certified check upon one of the national banks of the City of New York, drawn to the order of the Comptroller, or money to the amount of five per centum of the amount of the security required for the faithful performance of the contract. Such check or money must not be inclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct. All such deposits, except that of the successful bidder, will be returned to the persons making the same within three days after the contract is awarded. If the successful bidder shall refuse or neglect within five days after notice that the same has been awarded to him or their bid or proposal, or if he or they accept but do not execute the contract and give the proper security, he or they shall be considered as having abandoned it and as in default to the Corporation, and the contract will be readvertised and relet, as provided by law.

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

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

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

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

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

THE DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ESTIMATES, AS PROVIDED BY SECTION 64, CHAPTER 410, LAWS OF 1882, IF DEEMED TO BE FOR THE PUBLIC INTEREST, AND TO ACCEPT ANY BID OR ESTIMATE AS A WHOLE, OR FOR ANY ONE OR MORE ARTICLES INCLUDED THEREIN.

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

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

Dated New York, December 26, 1883.

HENRY H. PORTER,  
THOMAS S. BRENNAN,  
JACOB HESS,  
Commissioners of the Department of Public Charities and Correction.

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

### TO CONTRACTORS.

#### PROPOSALS FOR FLOUR.

SEALED BIDS OR ESTIMATES FOR FURNISHING and delivering free of all expense at the Bakehouse, 106, Blackwell's Island, east side, 4,000 barrels extra Wheat Flour, in lots not less than 1,000 barrels, one-half of each quality, as follows:

- 2,000 barrels of sample marked No. 1.
- 2,000 barrels of sample marked No. 2.

The flour to be equal to the samples exhibited and subject to the approval of three members of the New York Produce Exchange, to be named by the Commissioners of Public Charities and Correction, whose decision regarding the quality of the flour proposed to be delivered shall be binding upon both seller and buyer.

Contractor to furnish inspector's certificate of grade and also certificate of weight and tare of each lot.

—or any part thereof, will be received at the office of the Department of Public Charities and Correction, in the City of New York, until 9:30 o'clock A. M., of Saturday, January 5, 1884. The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Bid or Estimate for Flour," and with his or their name or names, and the date of presentation, to the head of said Department, at the said office, on or before the day and hour above named, at which time and place the bids or estimates received will be publicly opened by the President of said Department, and read.

THE BOARD OF PUBLIC CHARITIES AND CORRECTION RESERVES THE RIGHT TO REJECT ALL BIDS OR ESTIMATES IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 64, CHAPTER 410, LAWS OF 1882.

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

The award of the Contract will be made as soon as practicable after the opening of the bids.

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

Any bidder for this contract must be known to be engaged in and well prepared for the business, and must have satisfactory testimonials to that effect; and the person or persons to whom the contract may be awarded will be required to give security for the performance of the contract by his or their bond, with two sufficient sureties, each in the penal amount of fifty (50) per cent. of the estimated amount of the contract.

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; 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 Common Council, Head of a Department, Chief of a Bureau, Deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or to the supplies or work to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they shall pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract, over and above all his debts of every nature, and over and above his liabilities, as bail, surety, or otherwise; and that he has offered himself as a surety in good faith and with the intention to execute the bond required by section 12 of chapter 7 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered is to be approved by the Comptroller of the City of New York.

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

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

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

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

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

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

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

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

Dated New York, December 24, 1883.

HENRY H. PORTER,  
THOMAS S. BRENNAN,  
JACOB HESS,  
Commissioners of the Department of Public Charities and Correction.

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

### TO CONTRACTORS.

#### PROPOSALS FOR CONSTRUCTING THE HULL, JOINER-WORK OF HULL, BOATS, ETC., OF A STEAMBOAT.

THE SPECIFICATIONS AND PLANS FOR which are at this office—will be received at the office of the Department of Public Charities and Correction, in the City of New York, until 9:30 o'clock A. M., of Friday, December 28, 1883. The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Bid or Estimate for Construction of Hull, Joiner-work of Hull and Boats, Life Preservers and Equipment of a New Steamboat," for which there are three separate sets of specifications, and the work for which is to be let in one contract, and with his or their name or names, and the date of presentation, to the head of said Department, at the said office, on or before the day and hour above named, at which time and place the bids or estimates received will be publicly opened by the President of said Department, and read.

The Board of Public Charities and Correction reserves the right to reject all bids or estimates if deemed to be for the public interest, as provided in section 64, chapter 410, Laws of 1882. No bid or estimate will be accepted from, or a contract awarded to, any person who is in arrears to the Corporation upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Corporation.

The award of the contract will be made as soon as practicable after the opening of the bids.

The person or persons to whom the contract may be awarded will be required to give security for the performance of the contract by his or their bond, with two sufficient sureties, each in the penal amount of thirty thousand dollars (\$30,000).

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; 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 Com-

mon Council, Head of a Department, Chief of a Bureau, Deputy thereof or Clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or to the supplies or work to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they shall pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract, over and above all his debts of every nature, and over and above his liabilities, as bail, surety, or otherwise; and that he has offered himself as a surety in good faith and with the intention to execute the bond required by section 27 of chapter 8 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered is to be approved by the Comptroller of the City of New York.

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

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

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

Payment will be made by a requisition on the Comptroller, in accordance with the terms of the contract, at the Commissioners may determine.

Bidders are informed that no deviation from the specifications will be allowed, unless under the written instructions of the Commissioners of Public Charities and Correction, AND ARE PARTICULARLY CAUTIONED TO EXAMINE WITH CARE THE PROVISIONS OF ARTICLE 5 OF THE PRINTED CONTRACT FORM.

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

The time for completion of this contract will be one hundred and eighty working days.

Dated New York, December 15, 1883.

HENRY H. PORTER,  
THOMAS S. BRENNAN,  
JACOB HESS,  
Commissioners of the Department of Public Charities and Correction.

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

### TO CONTRACTORS.

#### PROPOSALS FOR CONSTRUCTION OF THE STEAM-ENGINE, BOILERS, ETC., STEAM, FIRE, AND SUCTION PUMPS OF A STEAMBOAT.

THE SPECIFICATIONS AND PLANS FOR which are at this office—will be received at the office of the Department of Public Charities and Correction, in the City of New York, until 9:30 o'clock A. M., of Friday, December 28, 1883. The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Bid or Estimate for the construction of the Steam-Engine, Boilers, etc., and Steam, Fire and Suction Pumps, of a new Steamboat," for which there are two separate sets of specifications, and the work for which is to be let in one contract, and with his or their name or names, and the date of presentation, to the head of said Department, at the said office, on or before the day and hour above named, at which time and place the bids or estimates received will be publicly opened by the President of said Department, and read.

THE BOARD OF PUBLIC CHARITIES AND CORRECTION RESERVES THE RIGHT TO REJECT ALL BIDS IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 64, CHAPTER 410, LAWS OF 1882.

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

The award of the contract will be made as soon as practicable after the opening of the bids.

The person or persons to whom the contract may be awarded will be required to give security for the performance of the contract by his or their bond, with two sufficient sureties, each in the penal amount of twenty-five thousand (\$25,000) dollars.

Each bid or estimate shall contain and state the name and place of residence of each of the persons making the same; the names of all persons interested with him or them therein; and if no other person be so interested, it shall distinctly state that fact; 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 Common Council, Head of a Department, Chief of a Bureau, Deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or to the supplies or work to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse



to execute the same, they shall pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract, over and above all his debts of every nature, and over and above his liabilities, as bail, surety, or otherwise; and that he has offered himself as a surety in good faith and with the intention to execute the bond required by section of chapter 8 of the Revised Ordinances of the City of New York, if the contract shall be awarded to the person or persons for whom he consents to become surety. The adequacy and sufficiency of the security offered to be approved by the Comptroller of the City of New York.

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

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

Bidders will write out the amount of their estimate in addition to inserting the same in figures. Payment will be made by a requisition on the Comptroller, in accordance with the terms of the contract, as the Commissioners may determine.

Bidders are informed that no deviation from the specifications will be allowed unless under the written instructions of the Commissioners of Public Charities and Correction, AND ARE PARTICULARLY CAUTIONED TO EXAMINE WITH CARE THE PROVISIONS OF ARTICLE 5 OF THE PRINTED CONTRACT FORM.

The form of the contract, including specifications, and showing the manner of payment, can be obtained at the office of the Department.

The time for completion of this contract will be one hundred and eighty working days.

Dated, New York, December 15, 1883.  
HENRY H. PORTER,  
THOMAS S. BRENNAN,  
JACOB HESS,  
Commissioners of the Department of Public Charities and Correction.

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION,  
No. 66 THIRD AVENUE,  
NEW YORK, December 14, 1883.

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

At City Prison—Catherine O'Rourke; aged 57 years; 5 feet 3 inches high; brown hair, blue eyes. Had on dark striped shawl, calico sacque and dress.  
At Work House, Blackwell's Island—Jessie Parker; aged 31 years. Committed September 23, 1883.  
At Lunatic Asylum, Blackwell's Island—Ann Summers; aged 55 years; 5 feet 1 inch high; gray hair, blue eyes. Mary Beattie; aged 61 years; 5 feet 1 inch high; gray hair; brown eyes.  
Annie Duffy; aged about 37 years; 5 feet 5 inches high; gray hair; brown eyes.  
Minnie Conrad; aged 38 years; 5 feet 5½ inches high; light hair, blue eyes.  
At Homeopathic Hospital, Ward's Island—John Milwood; aged 64 years; 5 feet 10 inches high; gray eyes and hair. Had on when admitted brown suit of clothes, lace shoes; black derby hat.  
Nellie McSallay; aged 38 years; 5 feet 1 inch high; black eyes, dark hair. Had on when admitted black dress and shawl, black straw hat, and slippers.  
John Adams; aged 63 years; 5 feet 4 inches high; blue eyes, brown hair. Had on when admitted dark coat and pants, black shoes, black derby hat.  
Maggie Beatty; aged 56 years; 5 feet 4 inches high; blue eyes, gray hair. Had on when admitted dark calico dress, red hood, and gaiters.  
Nothing known of their friends or relatives.

By order,  
G. F. BRITTON,  
Secretary.

#### DEPARTMENT OF PUBLIC WORKS.

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE,  
ROOM 6, No. 31 CHAMBERS STREET,  
NEW YORK, December 22, 1883.

#### TO COAL DEALERS AND CONTRACTORS.

BIDS OR ESTIMATES INCLOSED IN A SEALED envelope, with the title of the work and the name of the bidder indorsed thereon, will be received at this office until Tuesday, January 8, 1884, at 12 o'clock M., at which place and hour they will be publicly opened by the head of the Department and read, for the following: FOR FURNISHING AND DELIVERING TO THE DEPARTMENT OF PUBLIC WORKS, TWELVE HUNDRED AND FIFTY (1250) GROSS TONS (2240 POUNDS TO A TON) OF LEHIGH AND WILKESBARRE COMPANY'S BEST BROKEN WILKESBARRE COAL, AND THIRTY-FIVE (35) GROSS TONS OF ENGLISH CANNEL COAL.

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

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

poration may be obliged to pay to the person to whom the contract shall be awarded at any subsequent letting; the amount to be calculated upon the estimated amount of the work by which the bids are tested.

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

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

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

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

HUBERT O. THOMPSON,  
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE, No. 31 CHAMBERS ST.,  
NEW YORK, November 19, 1883.

#### TO THE PUBLIC.

AT 9.30 P. M. ON THURSDAY THE 15TH instant, the aqueduct had to be shut off to repair a large leak that could not be repaired in the usual manner from the exterior. This leak had suddenly developed in the section south of Yonkers, where smaller fissures had previously occurred.

The examination showed fissures aggregating 2,000 feet in length. The repairs were finished and water was again turned on by 4 P. M., on Saturday, the 17th instant.

While the flow through the aqueduct was interrupted the supply in the Central Park reservoir was drawn down five feet.

This loss of supply in the city reservoirs, occurring now, as winter is approaching, makes it necessary to take extra precautions against waste of water. Being aware of the temptation to leave faucets open in cold weather to prevent freezing in the pipes, I specially protest against that practice, and appeal to all citizens to abstain from wasteful use of water in any manner whatever. The present condition of the supply and the possibility of a recurrence of similar leaks in the aqueduct make it my duty to give this public notice that I shall hereinafter resort to the peremptory measure of shutting off the water in all places where persistent waste is discovered.

HUBERT O. THOMPSON,  
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE,  
No. 31 CHAMBERS STREET,  
NEW YORK, Nov. 1, 1883.

PUBLIC NOTICE IS HEREBY GIVEN TO the property-owners of the City of New York that, by the New York City Consolidated Act of 1882, among other matters relating to Croton water rates and affecting all properties liable for Croton water charges, is embraced the following, in "Title 2, Duties and Powers of the Department of Public Works as to Procuring and Distributing Water":

§ 350. The Commissioner of Public Works shall, from time to time, establish scales of rents. \* \* \* \* \* Such rents shall be collected from the owners or occupants of all such buildings, respectively, which shall be situated upon lots adjoining any street or avenue in said city in which the distributing water-pipes are or may be laid, and from which they can be supplied with water, said rents shall become a charge and lien upon such houses and lots, respectively, as provided by law.

It becomes my duty to state that on and after the first day of March, 1883, all extra charges, such as steam-engines, bakeries, barbers, bathing-tubs, boarding-houses, boarding-schools, building purposes, horses, horse-troughs, hotels, porter-houses, taverns, etc., printing offices, stone cutting or dressing, slaughter-houses, dyeing, water-closets and urinals, laundries, restaurants, soda fountains, extra families, oyster and coffee saloons, water by meter measurement, meters and meter setting, and all other purposes for which the use of Croton water is chargeable according to law, are liens, and unless paid on or before the 30th day of April next must be returned to the Clerk of Arrears, with the amount due on each lot.

HUBERT O. THOMPSON,  
Commissioner of Public Works.

DEPARTMENT OF PUBLIC WORKS,  
COMMISSIONER'S OFFICE,  
ROOM 6, No. 31 CHAMBERS STREET,  
NEW YORK, Dec. 15, 1883.

#### TO COAL DEALERS AND CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A SEALED envelope, with the title of the work and the name of the bidder indorsed thereon, will be received at this office until Friday, December 28, 1883, at 12 o'clock M., at which place and hour they will be publicly opened by the head of the Department and read.

FOR FURNISHING THE DEPARTMENT OF PUBLIC WORKS WITH TWO HUNDRED (200) GROSS TONS (2,240 lbs to a ton) OF LEHIGH AND WILKESBARRE COMPANY'S BEST BROKEN WILKESBARRE COAL.

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

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

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

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

THE COMMISSIONER OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED FOR ANY PARTICULAR WORK IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

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

HUBERT O. THOMPSON,  
Commissioner of Public Works.

#### POLICE DEPARTMENT.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,  
300 MULBERRY STREET,  
NEW YORK, Dec. 19, 1883.

PUBLIC NOTICE IS HEREBY GIVEN THAT A horse, the property of this Department, will be sold at public auction, by Van Tassel & Kearney, Auctioneers, at the stables of the Thirty-third Police Precinct, on Washington avenue, near Third avenue, on Saturday, January 5, 1884, at 10 o'clock A. M.

By order of the Board.

S. C. HAWLEY,  
Chief Clerk.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,  
300 MULBERRY STREET,  
NEW YORK, Dec. 19, 1883.

PUBLIC NOTICE IS HEREBY GIVEN THAT A wagon and harness, the property of this Department, will be sold at public auction, by Van Tassel & Kearney, Auctioneers, at their stables, No. 110 East Thirtieth street, on Friday, January 4, 1884, at 10 o'clock A. M.

By order of the Board.

S. C. HAWLEY,  
Chief Clerk.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,  
300 MULBERRY STREET,  
NEW YORK, December 18, 1883.

PUBLIC NOTICE IS HEREBY GIVEN THAT two horses, the property of this Department, will be sold at public auction, at the stables of Van Tassel & Kearney, Auctioneers, No. 110 East Thirtieth street, on Friday, January 4, 1884, at 10 o'clock A. M.

By order of the Board.

S. C. HAWLEY,  
Chief Clerk.

POLICE DEPARTMENT—CITY OF NEW YORK,  
OFFICE OF THE PROPERTY CLERK (Room No. 39),  
No. 300 MULBERRY STREET,  
NEW YORK, 1883.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of the City of New York, No. 300 Mulberry street, Room No. 39, for the following property, now in his custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc., also small amount money taken from prisoners and found by patrolmen of this Department.

JOHN F. HARRIOT,  
Property Clerk.

#### JURORS.

#### NOTICE IN RELATION TO JURORS FOR STATE COURTS.

OFFICE OF THE COMMISSIONER OF JURORS,  
NEW COUNTY COURT HOUSE,  
NEW YORK, June 1, 1883.

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

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

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

All good citizens will aid the course of justice, and secure reliable and respectable juries, and equalize their duty by serving promptly when summoned, allowing their clerks or subordinates to serve, reporting to me any attempt at bribery or evasion, and suggesting names for enrollment. Persons between sixty and seventy years of age, summer absentees, persons temporarily ill, and United States and District Court jurors are not exempt. Every man must attend to his own notice. It is a misdemeanor to give any jury paper to another or answer. It is also punishable by fine or imprisonment to give or receive any present or bribe, directly or indirectly, in relation to a jury service, or to withhold any paper or make any false statement, and every case will be fully prosecuted.

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

#### BOARD OF ESTIMATE AND APPORTIONMENT.

BOARD OF ESTIMATE AND APPORTIONMENT,  
CITY OF NEW YORK, December 13, 1883.

#### NOTICE TO CITIZENS AND TAXPAYERS.

AT A MEETING OF THE BOARD OF ESTIMATE and Apportionment, held this day, it was Resolved, That notice be given to citizens and taxpayers that the Board would meet from day to day, at the Mayor's office, to hear them relative to the Final Estimate for 1884.

CHAS. V. ADEE, Clerk.

#### SUPREME COURT.

In the matter of the application of the Department of Public Works for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to the opening of One Hundred and Fourth street, between the Boulevard and Riverside avenue, in the City of New York.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First.—That we have completed our estimate and assessment, and that all persons interested in these proceedings, or in any of the lands affected thereby, and who may be opposed to the same, do present their objections in writing, duly verified, to us at our office, No. 73 William street (third floor), in the said city, on or before the 14th day of January, 1884, and that we, the said Commissioners, will hear parties so objecting within the ten week-days next after the said 14th day of January, 1884, and for that purpose will be in attendance at our said office on each of said ten days at 2½ o'clock P. M.

Second.—That the abstract of the said estimate and assessment, together with our maps, and also all the affidavits, estimates and other documents which were used by us in making our report, have been deposited in the office of the Department of Public Works, in the City of New York, there to remain until the 10th day of January, 1884.

Third.—That the limits embraced by the assessment aforesaid are as follows, to wit: All those lots, pieces or parcels of land, situate, lying and being in the City of New York, which taken together are bounded northerly by the centre line of the blocks between One Hundred and Fourth and One Hundred and Fifth streets, easterly by the westerly side of the Boulevard, southerly by the centre line of the blocks between One Hundred and Fourth and One Hundred and Third streets, and westerly by the easterly side of Riverside avenue, excepting therefrom all the land lying in the streets or avenues within said area.

Fourth.—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, at the City Hall, in the City of New York, on the first day of February, 1884, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated New York, December 5, 1883.

ISAAC T. BROWN,  
ROWLAND M. STOVER,  
PATRICK DALY,  
Commissioners.

ARTHUR BERRY, Clerk.

In the matter of the application of the Commissioners of the Department of Public Parks for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to acquiring right of way over, under and through certain lands for the purpose of the construction of drains, as directed by the Board of Health of the Health Department of the City of New York, pursuant to the provisions of chapter 360 of the Laws of 1880.

#### MILL BROOK DRAINS.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First.—That we have completed our estimate and assessment, and that all persons interested in these proceedings, or in any of the lands affected thereby, and who may be opposed to the same, do present their objections in writing, duly verified, to us, at the office of our chairman, Samuel R. Filley, 76 Wall street, Room No. 11, in the said city, on or before the twenty-seventh day of December, 1883, and that we, the said Commissioners, will hear parties so objecting within the two week-days next after the said twenty-seventh day of December, 1883, and for that purpose will be in attendance at said office on each of said two days, at two o'clock P. M.

Second.—That the abstract of the said estimate and assessment, together with our maps, and also all the affidavits, estimates and other documents which were used by us in making our report, have been deposited in the office of the Department of Public Works, in the City of New York, there to remain until the fourteenth day of January, 1884.

Third.—That the limits embraced by the assessment aforesaid are as follows, to wit: All those lots, pieces or parcels of land, situate, lying and being in the City of New York, which, taken together, are bounded as follows, viz.: northerly by Westchester avenue, easterly by Brook avenue, southerly by One Hundred and Fortieth street, westerly and northwesterly by Willis avenue and Bergen avenue; excepting therefrom all the lands lying in the streets and avenues within said bounds.

Fourth.—That our report herein will be presented to the Supreme Court of the State of New York, at a special term thereof, to be held at the Chambers thereof, in the County Court-house at the City Hall, in the City of New York, on the eighteenth day of January, 1884, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated, New York, December 3, 1883.

SAMUEL R. FILLEY,  
GEORGE H. FORSTER,  
FORDHAM MORRIS,  
Commissioners.

In the matter of the application of the Department of Public Works, for and in behalf of the Mayor, Aldermen and Commonalty of the City of New York, relative to the opening of One Hundred and Forty-sixth street, between Avenue St. Nicholas and Tenth avenue, in the City of New York.

WE, THE UNDERSIGNED COMMISSIONERS of Estimate and Assessment in the above-entitled matter, hereby give notice to the owner or owners, occupant or occupants, of all houses and lots and improved or unimproved lands affected thereby, and to all others whom it may concern, to wit:

First.—That we have completed our estimate and assessment, and that all persons interested in these proceedings, or in any of the lands affected thereby, and who may be opposed to the same, do present their objections in writing, duly verified, to us at our office, No. 73 William street (third floor), in the said city, on or before the eighth day of January, 1884, and that we, the said Commissioners, will hear parties so objecting within the ten week-days next after the said eighth day of January, 1884, and for that purpose will be in attendance at our said office on each of said ten days, at 2½ o'clock P. M.

Second.—That the abstract of the said estimate and assessment, together with our maps, and also all the affidavits, estimates and other documents which were used by us in making our report, have been deposited in the office of the Department of Public Works, in the City of New York, there to remain until the tenth day of January, 1884.

Third.—That the limits embraced by the assessment aforesaid are as follows, to wit: All those lots, pieces or parcels of land, situate, lying and being in the City of New York, and bounded on the north by the centre line of the block between One Hundred and Forty-sixth street and One Hundred and Forty-seventh street, and on the east by the westerly line of Avenue St. Nicholas,



on the south by the centre line of the block between One Hundred and Forty-sixth street and One Hundred and Forty-fifth street, and on the west by the easterly line of Tenth avenue; excepting therefrom all the land within the limits of One Hundred and Forty-sixth street.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, at a Special Term thereof, to be held at the Chambers thereof, in the County Court-house, at the City Hall, in the City of New York, on the eighteenth day of January, 1884, at the opening of the Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, a motion will be made that the said report be confirmed.

Dated, NEW YORK, November 27, 1883.

GEORGE W. McLEAN,  
THOMAS DUNLAP,  
MANSFIELD COMPTON,  
Commissioners.

ARTHUR BERRY, Clerk.

### AQUEDUCT COMMISSION.

AQUEDUCT COMMISSIONERS' OFFICE,  
ROOM 78, TRIBUNE BUILDING,  
NEW YORK, December 13, 1883.

### TO ALL WHOM IT MAY CONCERN.

IN CONFORMITY WITH THE REQUIREMENTS of section 2, chapter 490, Laws of 1883, of the State of New York, public notice is hereby given to all persons interested that full opportunity will be afforded them to be heard in relation to the plan or plans for the construction of the proposed Dam and Reservoir upon the Croton river near the "Quaker Bridge," and the Dam known as the "Muscoot Dam," about six miles above the present "Croton Dam."

Also in relation to the northern terminus of the new aqueduct, either at the "Quaker Bridge Dam" or at a point near the present Croton Dam.

Also in relation to the construction of the new aqueduct, from whichever of said termini shall be selected, southerly to the point near Maurice avenue, at Sing Sing, where the proposed lines from said terminal points intersect.

And also in relation to the plans for the construction of the new aqueduct from the Croton river to the Harlem river; and especially as to its dimensions and delivering capacity.

Said public hearing to be at the office of the Aqueduct Commissioners, Room No. 78, Tribune Building, in the City of New York, on WEDNESDAY, December 13, 1883, at 3 o'clock P. M., and upon subsequent days and times thereafter to which said hearing may be adjourned, until concluded.

By order of the Aqueduct Commissioners,  
JAMES W. McCULLOH,  
Secretary.

AQUEDUCT COMMISSIONERS' OFFICE,  
ROOM 78, TRIBUNE BUILDING,  
NEW YORK, December 3, 1883.

### TO ALL WHOM IT MAY CONCERN.

IN CONFORMITY WITH THE REQUIREMENTS of section 2, chapter 490, Laws of 1883, of the State of New York, public notice is hereby given to all persons interested that full opportunity will be afforded them to be heard, in relation to the plan or plans for the construction of a dam upon the Croton river, known as the "Quaker Bridge dam," and for the construction of a new aqueduct commencing at a point near the proposed site of the said "Quaker Bridge dam," and running thence southerly to the Harlem river; the proposed route of said aqueduct being a modification of the line heretofore known as the "Hudson river route," and diverging therefrom above the village of Sing Sing, in the town of Ossining, in Westchester County, and running thence southeasterly into and across the valley of the Pocantico river; thence southeasterly into the Saw Mill river valley, near the town of Dobbs; thence southerly along said Saw Mill river valley to a point near South Yonkers, and thence intersecting the line of the Hudson river route, and thence following the same to the Harlem river; also in relation to a plan proposed for constructing the said new aqueduct from a point near and above the present Croton dam—instead of from the "Quaker Bridge dam;"—and running thence southeasterly along the line of Indian brook, and southerly to a point of intersection with the above described modified route upon the land of the estate of Coup, at Maurice avenue, near the village of Sing Sing; and thence following said modified route southerly to the Harlem river; all the above plans being shown upon maps and profiles now in this office.

Said public hearing to be at the office of the Aqueduct Commissioners, Room No. 78, Tribune Building, in the City of New York, on WEDNESDAY, DECEMBER 5, 1883, at 3 o'clock P. M., and upon subsequent days and times thereafter to which said hearing may be adjourned, until concluded.

And the public hearing in relation to the plans for that part of the above-described modified route from the Harlem river to the above-named point of intersection near Maurice avenue, at Sing Sing, WILL BE CLOSED at the meeting ON FRIDAY NEXT, the 7th instant.

By order of the Aqueduct Commissioners,  
JAMES W. McCULLOH,  
Secretary.

### FINANCE DEPARTMENT.

CITY OF NEW YORK,  
FINANCE DEPARTMENT,  
COMPTROLLER'S OFFICE,  
December 21, 1883.

### NOTICE TO PROPERTY-OWNERS.

IN PURSUANCE OF SECTION 997 OF THE "New York City Consolidation Act of 1882," the Comptroller of the City of New York hereby gives public notice to all persons, owners of property affected by the assessment list for the opening of Beekman place, between Forty-ninth and Fifty-first streets, which was confirmed by the Supreme Court, December 14, 1883, and entered on the 19th day of December, 1883, 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," that unless the amount assessed for benefit on any person or property, shall be paid within 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 from the date of such entry to the date of payment.

The above assessment is payable to the Collector of Assessments and Clerk of Arrears, at the "Bureau for the Collection of Assessments, and Arrears of Taxes and Assessments, and of Water Rents," between the hours of 9 A. M. and 5 P. M., and all payments made thereon, on or before February 21, 1884, 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 of entry in the Record of Titles of Assessments in said Bureau to the date of payment.

S. HASTINGS GRANT,  
Comptroller.

FINANCE DEPARTMENT,  
BUREAU FOR THE COLLECTION OF TAXES,  
No. 39 CHAMBERS STREET,  
NEW YORK, Dec. 3, 1883.

### NOTICE TO TAXPAYERS.

THE RECEIVER OF TAXES OF THE CITY OF New York hereby gives notice to all persons who have omitted to pay their taxes for the year 1883, to pay the same to him at his office on or before the first day of January, 1884, as provided by section 846 of the New York City Consolidation Act of 1882.

Upon any such tax remaining unpaid on the first day of December, 1883, one per centum will be charged, received and collected in addition to the amount thereof; and upon such tax remaining unpaid on the first day of January, 1884, interest will be charged, received and collected upon the amount thereof at the rate of seven per centum per annum, to be calculated from the first day of October, 1883, on which day the Assessment Rolls and Warrants for the taxes of 1883 were delivered to the said Receiver of Taxes to the date of payment, pursuant to section 843 of the said act.

MARTIN T. McMAHON,  
Receiver of Taxes.

### REAL ESTATE RECORDS.

THE ATTENTION OF LAWYERS, REAL Estate Owners, Monetary Institutions engaged in making loans upon real estate, and all who are interested in providing themselves with facilities for reducing the cost of examinations and searches, is invited to these Official Indices of Records, containing all recorded transfers of real estate in the City of New York from 1853 to 1887, prepared under the direction of the Commissioners of Records.

Grantees, grantees, suits in equity, insolvents and Sheriff's sales, in 61 volumes, full bound, price \$100.00  
The same in 25 volumes, half bound, price 50.00  
Complete sets, folded, ready for binding, price 15.00  
Records of Judgments, 25 volumes, bound, price 10.00  
Orders should be addressed to "Mr. Stephen Angell, Comptroller's Office, New County Court-house."

S. HASTINGS GRANT,  
Comptroller.

### THE CITY RECORD.

COPIES OF THE CITY RECORD CAN BE obtained at No. 2 City Hall (northwest corner, basement). Price three cents each.

### CORPORATION NOTICE.

PUBLIC NOTICE IS HEREBY GIVEN TO THE owner or owners, occupant or occupants of all houses and lots, improved or unimproved lands affected thereby, that the following assessments have been completed and are lodged in the office of the Board of Assessors, for examination by all persons interested, viz.:

No. 1. Alteration and improvement of sewer in Seventh street, between A and C and D.  
The limit embraced by such assessments includes all the several houses and lots of ground, vacant lots, pieces and parcels of land situated on—  
No. 1. Both sides of Seventh street, between Avenues C and D.

All persons whose interests are affected by the above-assessments, and who are opposed to the same, or either of them, are requested to present their objections in writing to the Board of Assessors, at their office, No. 11½ City Hall, within thirty days from the date of this notice.

The above-described lists will be transmitted, as provided by law, to the Board of Revision and Correction of Assessments for confirmation, on the 21st January, 1884.

JOHN R. LYDECKER,  
JOHN W. JACOBUS,  
JOHN MULLALLY,  
HENRY A. GUMBLETON,  
Board of Assessors.

OFFICE OF THE BOARD OF ASSESSORS,  
No. 11½ CITY HALL,  
NEW YORK, Dec. 18, 1883.

PUBLIC NOTICE IS HEREBY GIVEN TO THE owner or owners, occupant or occupants of all houses and lots, improved or unimproved lands affected thereby, that the following assessments have been completed and are lodged in the office of the Board of Assessors, for examination by all persons interested, viz.:

No. 1. Paving Lexington street, from Eighty-sixth to Ninety-third streets, with Belgian pavement.  
No. 2. Paving One Hundred and Twenty-third street, from Second to Third avenues, with granite blocks.  
No. 3. Fencing vacant lots south side of One Hundred and Fourteenth street, commencing 70 feet west of Second avenue.

No. 4. Receiving-basin and sewer connection at northeast corner of Rider avenue and East One Hundred and Thirty-fifth street.

The limit embraced by such assessments includes all the several houses and lots of ground, vacant lots, pieces and parcels of land situated on—  
No. 1. Both sides of Lexington avenue, from Eighty-sixth to Ninety-third street, and to the extent of half the block at the intersecting streets.

No. 2. Both sides of One Hundred and Twenty-third street, from Second to Third avenue, and to the extent of half the block at the intersecting avenues.

No. 3. South side of One Hundred and Fourteenth street, between Second and Third avenues.

No. 4. North side of One Hundred and Thirty-fifth street, between Third avenue and Mott Haven canal.  
All persons whose interests are affected by the above-named assessments, and who are opposed to the same, or either of them, are requested to present their objections in writing to the Board of Assessors, at their office, No. 11½ City Hall, within thirty days from the date of this notice.

The above-described lists will be transmitted, as provided by law, to the Board of Revision and Correction of Assessments for confirmation, on the 7th January, 1884.

JOHN R. LYDECKER,  
JOHN W. JACOBUS,  
JOHN MULLALLY,  
HENRY A. GUMBLETON,  
Board of Assessors.

OFFICE OF THE BOARD OF ASSESSORS,  
No. 11½ CITY HALL,  
NEW YORK, Dec. 4, 1883.

PUBLIC NOTICE IS HEREBY GIVEN TO THE owner or owners, occupant or occupants of all houses and lots, improved or unimproved lands affected thereby, that the following assessments have been completed and are lodged in the office of the Board of Assessors, for examination by all persons interested, viz.:

No. 1. Constructing sewers and appurtenances in Mott avenue, from the Spuyten Duyvil and Port Morris Railroad to One Hundred and Thirty-eighth street, and in One Hundred and Thirty-eighth street and One Hundred and Forty-fourth street, from Mott avenue to the Ice Pond brook in the Twenty-third Ward.

No. 2. Regulating, grading, curb, gutter, and flagging Seventy-first street, between Fifth avenue and the East river.

No. 3. Constructing sewer and appurtenances in One Hundred and Forty-second street, from Alexander avenue to Brook avenue, with branches in Alexander and Willis avenues.

No. 4. Regulating, grading, setting curb, and flagging One Hundred and Fifty-second street, from St. Nicholas to Ninth avenue.

No. 5. Regulating, grading, setting curb, and flagging One Hundred and Fifty-third street, from St. Nicholas to Ninth avenue.

No. 6. Paving Ninety-fifth street, from Third to Lexington avenue, with Belgian-block pavement.

No. 7. Paving intersection of Eighty-first street and Ninth avenue with granite-block pavement.

No. 8. Laying Crosswalks in the intersections of Lexington avenue, One Hundred and Fifth and One Hundred and Sixth streets.

No. 9. Paving Avenue A, from Fifty-fourth to Fifty-seventh street, with granite-block pavement.

No. 10. Sewer and appurtenances in East One Hundred and Thirty-seventh street, from Third avenue to summit east of Willis avenue, with branches in Lincoln, Alexander and Willis avenues.

No. 11. Sewer and appurtenances in One Hundred and Forty-first street, from Third to Alexander avenue, with branch in Alexander avenue.

No. 12. Regulating, grading, setting curb and flagging One Hundred and Fifty-third street, from Tenth avenue to the Boulevard.

No. 13. Paving Madison avenue, from One Hundred and Tenth to One Hundred and Sixteenth street, with granite-block pavement.

No. 14. Paving Sixty-seventh street, from Boulevard to Tenth avenue, with Belgian pavement.

No. 15. Paving One Hundred and Thirtieth street, between Sixth and Eighth avenues, with trap-block pavement.

No. 16. Paving One Hundred and Twenty-third street, between First and Second avenues, with trap-block pavement.

No. 17. Paving Ninety-ninth street, from Third avenue to exterior street, with trap and granite pavement.

No. 18. Setting curb-stones and flagging Lexington avenue, from north curb of Ninety-sixth street to south curb of Ninety-seventh street.

No. 19. Paving Fourth avenue, from Seventy-second to Ninety-sixth street, with granite-block pavement and with concrete foundation.

No. 20. Sewer in West End avenue, between Ninety-first and Ninety-sixth streets, and in Ninety-third street, between West End avenue and Boulevard.

No. 21. Paving Lexington avenue, from north side of Ninety-third street to north side of Ninety-fourth street, and laying crosswalk across Lexington avenue on south side of Ninety-fourth street.

No. 22. Paving Sixty-eighth street, from Avenue A to First avenue, with trap-block pavement.

No. 23. Sewer in Tenth avenue, east side, between One Hundred and Twenty-eighth and One Hundred and Thirtieth streets.

No. 24. Sewers in Twenty-fourth, Twenty-fifth and Twenty-sixth streets, between Eleventh and Thirteenth avenues, and in Thirteenth avenue, between Twenty-fourth and Twenty-seventh streets, with alterations and improvements to existing sewers.

No. 25. Regulating, grading, setting curb and gutter stones and flagging sidewalks four feet wide in One Hundred and Fifty-eighth street, from Third to Railroad avenue.

No. 26. Sewer and appurtenances in Third avenue and One Hundred and Fifty-third street, from One Hundred and Fifty-eighth street to Brook avenue.

No. 27. Fencing vacant lots opposite 349 and 351 West Eleventh street.

No. 28. Sewer in One Hundred and Twenty-sixth street, between Ninth avenue and Avenue St. Nicholas.

No. 29. Sewer in Ninety-fourth street between Ninth and Tenth avenues.

No. 30. Sewer in One Hundred and Thirty-fifth street between Seventh avenue and summit west of Seventh avenue.

No. 31. Filling in sunken lots on the west side of Willis avenue, commencing 25 feet north of East One Hundred and Forty-fourth street and extending northerly about 125 feet.

No. 32. Sewers in Seventy-first street, between Avenue A and East river.

No. 33. Fencing vacant lots, south side of Eighty-fourth street, between Third and Lexington avenues.

No. 34. Sewer in Thompson street, between West Third and West Fourth streets.

No. 35. Flagging east side of Eighth avenue, between One Hundred and Twenty-fourth and One Hundred and Twenty-fifth streets.

No. 36. Flagging 8 feet wide, east side of Madison avenue, from One Hundred and Twenty-fifth to One Hundred and Twenty-sixth street.

No. 37. Flagging Ninety-eighth street, from Eighth to Ninth avenue.

No. 38. Flagging Ninety-eighth street, from Ninth avenue to the Boulevard.

No. 39. Paving One Hundred and Twenty-seventh street, from Sixth to Seventh avenue, with Belgian blocks.

No. 40. Paving One Hundred and Sixth street, from Third to Lexington avenue, with trap-block pavement.

No. 41. Paving One Hundred and Seventh street, from First to Third avenue, with Belgian blocks.

No. 42. Flagging east side of Fifth avenue, from Seventy-second to Eighty-sixth street.

No. 43. Regulating and grading, setting curb and flagging sidewalks, 4 feet wide, on One Hundred and Twenty-second street, between Seventh and Eighth avenues.

No. 44. Sewer in Tenth avenue, east side, between One Hundred and Sixteenth and One Hundred and Eighteenth streets.

No. 45. Sewer in Chambers street, between Chatham and Centre streets.

No. 46. Paving Eighty-seventh street, from First to Second avenue, with Belgian-block pavement.

No. 47. Basin on the southwest corner of Twenty-fifth street and Eleventh avenue.

No. 48. Sewer in One Hundred and First street, between Riverside and West End (formerly Eleventh) avenues.

No. 49. Sewer in One Hundred and Eleventh street, between Seventh and Eighth avenues.

No. 50. Paving Eighty-first street, from Boulevard to Ninth avenue, with trap-block pavement.

No. 51. Paving Eighty-second street, from Ninth avenue to the Boulevard, with granite and trap block pavement.

No. 52. Paving Lexington avenue, between Seventy-fourth and Seventy-ninth streets.

No. 53. Paving Lexington avenue, between Seventy-ninth and Eighty-fifth streets.

No. 54. Regulating and grading, setting curb and gutter stones in Seventy-third street, from Third avenue to the East river.

No. 55. Regulating and grading, curb and flagging One Hundred and Thirtieth street, from Fifth to Eighth avenue.

No. 56. Flagging Third avenue, from Ninety-third to One Hundred and First street.

No. 57. Basin in First avenue, between Ninety-ninth and One Hundred and Ninth streets.

The limit embraced by such assessments includes all the several houses and lots of ground, vacant lots, pieces and parcels of land situated on—  
No. 1. Both sides of Mott avenue, from the Spuyten Duyvil and Port Morris Railroad to One Hundred and Thirty-eighth street, and both sides of One Hundred and Thirty-eighth and One Hundred and Forty-fourth streets, from Mott avenue to the Ice Pond brook in the Twenty-third Ward.

No. 2. Both sides of Seventy-first street, from Third avenue to the East river, and to the extent of half the block at the intersecting avenues.

No. 3. Both sides of East One Hundred and Forty-second street, from Alexander avenue to Brook avenue; both sides of Willis and Alexander avenues, between One Hundred and Forty-first and One Hundred and Forty-second streets.

No. 4. Both sides of One Hundred and Fifty-second street from St. Nicholas to Ninth avenue.

No. 5. Both sides of One Hundred and Fifty-third street, from St. Nicholas to Ninth avenue.

No. 6. Both sides of Ninety-fifth street, from Third to Lexington avenue, and to the extent of one-half the block at the intersecting avenues.

No. 7. To the extent of one-half the block on Ninth avenue and Eighty-first street.

No. 8. To the extent of half the block from the intersections of One Hundred and Fifth and One Hundred and Sixth streets and Lexington avenue.

No. 9. Both sides of Avenue A, from Fifty-fourth to Fifty-seventh street, and to the extent of half the block at the intersecting streets.

No. 10. Both sides of East One Hundred and Thirty-seventh street, from Third avenue to a point about 425 feet east of Willis avenue, and both sides of Lincoln, Alexander, and Willis avenues, from One Hundred and Thirty-sixth to One Hundred and Thirty-eighth street.

No. 11. Both sides of One Hundred and Forty-first street, from Third avenue to Alexander avenue, and west side of Alexander avenue, from One Hundred and Forty-first to One Hundred and Forty-second street.

No. 12. Both sides of One Hundred and Fifty-third street, from Tenth avenue to the Boulevard.

No. 13. Both sides of Madison avenue, from One Hundred and Tenth to One Hundred and Sixteenth street, and to the extent of half the block at the intersecting streets.

No. 14. Both sides of Sixty-seventh street, from Boulevard to Tenth avenue, and to the extent of half the block at the intersecting avenues.

No. 15. Both sides of One Hundred and Thirtieth street, from Sixth to Eighth avenue, and to the extent of half the block at the intersecting avenues.

No. 16. Both sides of One Hundred and Twenty-third street, from First to Second avenue, and to the extent of half the block at the intersecting avenues.

No. 17. Both sides of Ninety-ninth street, from Third avenue to exterior street, and to the extent of half the block at the intersecting avenues.

No. 18. Both sides of Lexington avenue, from Ninety-sixth to Ninety-seventh street.

No. 19. Both sides of Fourth avenue, from Seventy-second to Ninety-sixth street, and to the extent of half the block at the intersecting streets.

No. 20. Both sides of West End avenue, from Ninety-first to Ninety-sixth street, and both sides of Ninety-third street, between West End avenue and the Boulevard; also blocks bounded by Ninety-first and Ninety-third streets, West End and Riverside avenues; also blocks bounded by Ninety-first and Ninety-sixth streets West End avenue and Boulevard.

No. 21. Both sides of Lexington avenue, from Ninety-third to Ninety-fifth street, and to the extent of half the block at the intersections of Ninety-third and Ninety-fourth streets.

No. 22. Both sides of Sixty-eighth street, from Avenue A to First avenue, and to the extent of half the block at the intersecting avenues.

No. 23. East side of Tenth avenue, between One Hundred and Twenty-eighth and One Hundred and Thirtieth streets, and blocks bounded by Ninth and Tenth avenues, One Hundred and Twenty-ninth and One Hundred and Thirty-first streets.

No. 24. Both sides of Twenty-fourth, Twenty-fifth and Twenty-sixth streets, between Eleventh and Thirteenth avenues; also east side of Thirteenth avenue, between Twenty-fourth and Twenty-seventh streets, and also blocks bounded by Twenty-fourth and Twenty-seventh streets, Eleventh and Thirteenth avenues.

No. 25. Both sides of One Hundred and Fifty-eighth street, from Third avenue to Railroad avenue, and to the extent of half the block at the intersecting avenues.

No. 26. Both sides of Third avenue, from One Hundred and Fifty-sixth to One Hundred and Fifty-ninth street; also both sides of One Hundred and Fifty-sixth street, from Brook avenue to Elton avenue, and also property bounded by One Hundred and Fifty-sixth and One Hundred and Fifty-ninth streets, Third avenue and Elton avenue.

No. 27. Ward numbers 213 and 284 in the Ninth Ward.

No. 28. Both sides of One Hundred and Twenty-sixth street, from Ninth avenue to Avenue St. Nicholas.

No. 29. Both sides of Ninety-fourth street, from Ninth to Tenth avenues.

No. 30. Both sides of One Hundred and Thirty-fifth street, between Seventh and Eighth avenues.

No. 31. West side of Willis avenue, commencing 25 feet north of East One Hundred and Forty-fourth street and extending northerly 125 feet.

No. 32. Both sides of Seventy-first street, from Avenue A to the East river.

No. 33. South side of Eighty-fourth street, between Third and Lexington avenues.

No. 34. Both sides of Thompson street, between West Third and West Fourth streets.

No. 35. East side of Eighth avenue, between One Hundred and Twenty-fourth and One Hundred and Twenty-fifth streets.

No. 36. East side of Madison avenue, from One Hundred and Twenty-fifth to One Hundred and Twenty-sixth street.

No. 37. Both sides of Ninety-eighth street, from Eighth to Ninth avenue.

No. 38. Both sides of Ninety-eighth street, from Ninth avenue to the Boulevard.

No. 39. Both sides of One Hundred and Twenty-seventh street, from Sixth to Seventh avenue.

No. 40. Both sides of One Hundred and Sixth street, from Third to Lexington avenue, and to the extent of half the block at the intersecting avenues.

No. 41. Both sides of One Hundred and Seventh street, from First to Third avenue, and to the extent of half the block at the intersecting avenues.

No. 42. East side of Fifth avenue, from Seventy-second to Eighty-sixth street.

No. 43. Both sides of One Hundred and Twenty-second street, from Seventh to Eighth avenue.

No. 44. East side of Tenth avenue, from One Hundred and Sixteenth to One Hundred and Eighteenth street, and block bounded by One Hundred and Sixteenth and One Hundred and Seventeenth streets, Ninth and Tenth avenues.

No. 45. Both sides of Chambers street, between Chatham and Centre streets.

No. 46. Both sides of Eighty-seventh street, from First to Second avenue, and to the extent of half the block at the intersecting avenues.

No. 47. West side of Eleventh avenue, between Twenty-fourth and Twenty-fifth streets, and south side of Twenty-fifth street, extending 125 feet westerly from Eleventh avenue.

No. 48. Both sides of One Hundred and First street, from Riverside to West End (formerly Eleventh) avenue.

No. 49. Both sides of One Hundred and Eleventh street, from Seventh to Eighth avenue.

No. 50. Both sides of Eighty-first street, from Boulevard to Ninth avenue, and to the extent of half the block at the intersecting avenues.

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