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BOARD OF PUBLIC IMPROVEMENTS.

The Board of Public Improvements of The City of New York met at the office of the Board, No. 21 Park Row, on Wednesday, January 17, 1900, at 2 o'clock P. M., pursuant to notice. The President, Hon. Maurice F. Holahan, was in the chair. The roll was called and the following members were present and answered to their names: The Comptroller (Deputy Comptroller Levey), the Commissioner of Water Supply, the Commissioner of Highways (Deputy Commissioner Shannon), the Commissioner of Street Cleaning (Deputy Commissioner Gibson), the Commissioner of Sewers, the Commissioner of Public Buildings, Lighting and Supplies, the Commissioner of Bridges, the President of the Borough of Manhattan, the President of the Borough of Brooklyn, the President of the Borough of The Bronx, the President of the Borough of Queens and the President of the Borough of Richmond. The minutes of January 10, 1900, were approved as printed.

CHANGE OF GRADE OF EXTERIOR STREET, BRONX.

In the matter of the proposed change of grade of Exterior street, from a summit northerly of East One Hundred and Ninety-second street to Kingsbridge road, Borough of The Bronx, the report of the Secretary was read, showing that the matter had been duly advertised for a hearing on January 17, as required by law.

No one appearing in opposition to the proposed change of grade, the following resolution was adopted:

Whereas, At a meeting of this Board held on the 27th day of December, 1899, resolutions were adopted proposing to alter the map or plan of The City of New York by changing the grade in Exterior street, from a summit northerly of East One Hundred and Ninety-second street to Kingsbridge road, in the Borough of The Bronx, City of New York, and for a meeting of this Board to be held in the office of this Board on the 17th day of January, 1900, at 2 o'clock P. M., at which such proposed change of grade would be considered by this Board, and for a notice to all persons affected thereby of the aforesaid time and place at which such proposed change of grade would be considered, to be published in the CITY RECORD for at least ten days continuously, exclusive of Sundays and legal holidays, prior to the 17th day of January, 1900; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolutions and notice have been published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of January, 1900; and

Whereas, At the aforesaid time and place, a public hearing was given to all persons affected by such proposed change of grade who have appeared, and such proposed change of grade was duly considered by this Board; now therefore be it

Resolved, That the Board of Public Improvements of The City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest to alter the map or plan of The City of New York by changing the grade in Exterior street, from a summit northerly of East One Hundred and Ninety-second street to Kingsbridge road, in the Borough of The Bronx, City of New York, does hereby favor and approve of the same, so as to change the grade in the aforesaid street as follows:

Beginning at the intersection of Kingsbridge road and Exterior street, the elevation to be 24.5 feet above high-water datum as heretofore;

Thence southerly to the intersection of East One Hundred and Ninety-fourth street, the elevation to be 12 feet above mean high-water datum;

Thence southerly to a point 370 feet northerly from the northeast house corner of East One Hundred and Ninety-second street, the elevation to be 9.5 feet above mean high-water datum as heretofore.

All elevations refer to mean high-water datum as established in the Borough of The Bronx.

Resolved, That the foregoing resolution, approving of the above-named proposed change in the map or plan of The City of New York, by changing the grade of Exterior street, adopted by this Board, together with a statement of its reasons therefor, be transmitted to the Municipal Assembly for its action thereon.

Affirmative—Comptroller, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of the Borough of The Bronx and President of the Board.

Negative—None.

In connection with the foregoing resolution, the following form of ordinance was approved for transmission to the Municipal Assembly:

IN MUNICIPAL ASSEMBLY.

Be it Ordained by the Municipal Assembly of The City of New York, as follows:

That, in pursuance of section 436 of the Greater New York Charter, the following resolution of the Board of Public Improvements, adopted by that Board on the 17th day of January, 1900, be and the same hereby is approved, viz.:

Resolved, That the Board of Public Improvements of The City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest to alter the map or plan of The City of New York by changing the grade in Exterior street, from a summit northerly of East One Hundred and Ninety-second street to Kingsbridge road, in the Borough of The Bronx, City of New York, does hereby favor and approve of the same, so as to change the grade in the aforesaid street as follows:

Beginning at the intersection of Kingsbridge road and Exterior street, the elevation to be 24.5 feet above high-water datum as heretofore;

Thence southerly to the intersection of East One Hundred and Ninety-fourth street, the elevation to be 12 feet above mean high-water datum;

Thence southerly to a point 370 feet northerly from the northeast house corner of East One Hundred and Ninety-second street, the elevation to be 9.5 feet above mean high-water datum as heretofore.

All elevations refer to mean high-water datum as established in the Borough of The Bronx.

LAYING OUT PLAYGROUND AT BENSONIA CEMETERY, BRONX.

In the matter of the proposed laying out as a public park, the plot of land known as Bensonia Cemetery, in the Twenty-third Ward, Borough of The Bronx, the report of the Secretary was read, showing that the matter had been duly advertised for a hearing on January 17, 1900, as provided by law.

Mr. Gumbleton, of the North Side Board of Trade, presented the following preamble and resolution adopted by that Board:

NORTH SIDE BOARD OF TRADE OF THE CITY OF NEW YORK,
No. 278 ALEXANDER AVENUE,
February 14, 1898.

This is to certify that at a meeting of the North Side Board of Trade of The City of New York, held this day, the following resolution was adopted:

Whereas, The abandoned and long disused burial ground in the Borough of The Bronx, known as "Bensonia Cemetery," in its present neglected condition is a detriment and injury to the surrounding district in which it is located, and is a menace to the further improvement of property in that vicinity; and

Whereas, In November, 1897, the Board of Street Opening and Improvement, voicing the sentiment of the entire community north of the Harlem river, in response to numerous petitions submitted by various persons and organized bodies, passed a resolution approving of the condemnation of said plot as a public park and playground; and

Whereas, Action on the part of our late City authorities was not finally consummated, owing to legal objection by the Corporation Counsel as to the power of the City under the "Small Parks Act"; and

Whereas, Under the new Charter the municipal authorities have the power to lay out and acquire lands for public parks in any part of the greater city; and

Whereas, By the cultivation, improvement and ornamentation of this plot into a public park the assessable value of the adjacent property will be so greatly enhanced as to repay the City in a very short time for any and all expenses incurred by so doing; and

Whereas, The condition of said property is such that unless the same be condemned by the municipal authorities and made into a public park, it will thereafter remain in its present abandoned state, thereby preventing an improvement to the surrounding section by the construction of costly structures which have been erected up to and within a short distance of said plot; and

Whereas, Owing to the neglected and wasteful state of said cemetery, opportunities are continually afforded to its desecration by the lawless acts of vicious persons who use it for improper purposes, and which caused it to be considered by the respectable residents in the vicinity as a public nuisance and a menace to the safety and comfort of the citizens; and

Whereas, This association has heretofore recommended that the necessary legislative action be taken to carry out the above-stated objects; therefore be it

Resolved, That the North Side Board of Trade respectfully but urgently recommend to the municipal authorities of New York City the advisability and necessity of taking immediate steps for the laying out, acquisition and condemnation of "Bensonia Cemetery" as a public park and playground.

Mr. Welch, on behalf of numerous property-owners, submitted the following petition:

WELCH & DANIELS, ATTORNEYS AND COUNSELORS AT LAW,
No. 35 NASSAU STREET (SYNDICATE BUILDING),
NEW YORK, November 16, 1898.

Hon. LOUIS F. HAFKEN, President of the Board of Local Improvements of the Borough of The Bronx:

DEAR SIR—We had occasion, February 16, 1898, to address you a communication, as the representative of the estates of James L. Marshall and Robert H. Elton, respectfully petitioning your Honorable Board to recommend to the proper City authorities the acquisition by the City of the plot of ground bounded by Rae and Carr streets, St. Ann's avenue and German place, and known as "Bensonia Cemetery," in the Borough of The Bronx, for the purpose of converting the same into a public park or playground.

As was made known to you in said communication, owing to the neglected condition of said cemetery, and the nuisance by it created in that section of the city, it was deemed an eminently proper measure to submit to your Board, in view of the benefits that would arise from the acquisition of said plot by the City, for the purpose above stated, and also in compliance with the universal demand of the residents living in the vicinity that this menace to their health, peace and safety be abated.

In reply to said communication, we were afforded an opportunity of appearing before your Board for the purpose of more fully presenting the facts and to explain in detail the purpose and nature of the application.

At that hearing the question arose as to the propriety of the Board recommending the purchase of said plot, and of entailing the expense thereof upon the adjacent property owners who would be more especially benefited by having said cemetery converted into a public park or playground.

After a patient hearing on this question, the members of the Board suggested that we, as the representatives of said estates, endeavor to obtain the consent of the property-owners who were to be benefited by said public improvement, having property in proximity thereto, and as against whose property an assessment would lie for the cost of acquiring said property.

Following out this line of instruction, we have, after the expenditure of considerable time, accomplished that which has been suggested by your Board. We have interviewed almost every property-owner in the locality wherein the cemetery is situated, and we are pleased to be able to inform you that we have received the signature of every large property-owner, and a number of smaller ones as well, to a petition requesting your Board to urge the proper City authorities to acquire said cemetery and to convert it into a public park or playground.

Inclosed herewith will be found the said petition signed by every person to whom it was presented, and which will more fully express the intention of the signers thereof.

We would therefore respectfully request that your Board grant us permission to appear before it at its meeting, December 1 next, for the purpose of again presenting with more particularity the nature of our request and at which time the petition can be filed and a public hearing, if required, granted.

Should you desire any more information concerning this subject we should be pleased to submit the same upon request.

Will you therefore please notify us if the time stated, namely, December 1 next, will be agreeable for such hearing and for the presentation of such facts as we have to offer, and which would justify, in our judgment, in having your Honorable Board advocate favorable action upon the application.

We have the honor to remain, very respectfully yours,

WELCH & DANIELS.

Whereas, The plot of ground bounded by Rae and Carr streets, St. Ann's avenue and German place, in the Borough of The Bronx, and known as "Bensonia Cemetery," has long been abandoned and disused as a burial ground, and its present neglected condition is a detriment and injury to the surrounding district in which it is located, and is injurious to the advancement of the values of the property situated in its immediate vicinity, and is a menace to the further improvement of said property; and

Whereas, That by the cultivation, improvement and ornamentation of this plot into a public park the market value of the surrounding property will be greatly enhanced, and will lead to improvements being made of a substantial and beneficial character; and

Whereas, Owing to the present neglected state of said cemetery, it is used by lawless and disorderly persons in such a manner as to cause it to be considered a nuisance by the residents in the vicinity and detrimental to the comfort of the residents;

Now, therefore, we, the undersigned, being property-owners in the immediate vicinity of the cemetery, hereby petition the Board of Local Improvements of the Borough of The Bronx to pass such resolutions concerning the same as may lead to the condemnation of such cemetery by the proper City authorities for a public park and playground, and in case it may become necessary to levy any assessment for the acquisition of said property, and the condemnation of the same for a public park, that such assessment be levied upon the property in the vicinity of said cemetery that may be benefited by such improvement and in proportion to the benefit to said property.

Dated, NEW YORK, July , 1898.

Rev. W. H. Murphy.

Rev. E. G. Clifton.

P. O'Brien.

George Muller.

George J. Stricker.

Henry Zehdor.

Mary F. Doyle.

A. Huffel's Sons.

John D. Crimmons.

Max S. Boehm.

Ph. & Wm. Ebling Brewing Co.

L. Napoleon Levy.

S. Bernier.

Newbury D. Pamton.

Lachman, Morgenthau & Gold-

smith.

Jonas Weil.

Edward V. Low.

George C. Clausea.

Katherine Muller.

Albert G. Federhart.

J. D. Brinkmann.

Albert Rothermel.

John Smith.

F. Schuessler.

A. M. Bendheim.

Frederick Kaiser.

J. Dixon.

John F. Elsenbast.

S. S. Randall.

W. Stebbins Smith.

H. A. Hotto.

John H. Beinken.

Henry Goeltz.

Louis Schneider.

Charles Edel.

W. Jackson.

Henry A. Dodin.

Thomas Maddock.

Jonas Weil, Weil & Mayer.

Henry Morgenthau.

L. Napoleon Levy.

Mary E. Monaghan.

Solomon Berliner.

John J. Barry.

L. R. Comfort.

W. H. Jackson.

Mary Louise Brown.

Robert I. Brown.

R. E.

Richard Dickson.

Louis Fleig.

Julius Heiderman.

George Holz.

George Holz.

Philip Hill.

Edward V. Low.

After hearing Mr. Welch and Mr. Gumbleton in favor of the proposition, the following resolution was adopted:

Whereas, At a meeting of this Board, held on the 27th day of December, 1899, resolutions were adopted proposing to alter the map or plan of The City of New York by laying out as a

public park or playground the plot of land bounded by Rae street, Carr street, German place and St. Ann's avenue, commonly known as Bensonia Cemetery, being in the Twenty-third Ward, Borough of The Bronx, City of New York, and for a meeting of this Board to be held in the office of this Board on the 17th day of January, 1900, at 2 o'clock P. M., at which meeting such proposed laying out would be considered by this Board, and for a notice to all persons affected thereby, of the aforesaid time and place at which such proposed laying out would be considered, to be published in the CITY RECORD for at least ten days continuously, exclusive of Sundays and legal holidays, prior to the 17th day of January, 1900; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolutions and notice have been published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 17th day of January, 1900; and

Whereas, At the aforesaid time and place, a public hearing was given to all persons affected by such proposed laying out who have appeared, and such proposed laying out was duly considered by this Board; now, therefore, be it

Resolved, That the Board of Public Improvements of The City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest to alter the map or plan of The City of New York, by laying out as a public park or playground the plot of land bounded by Rae street, Carr street, German place and St. Ann's avenue, commonly known as Bensonia Cemetery, being in the Twenty-third Ward, in the Borough of The Bronx, City of New York, does hereby favor and approve of the same so as to lay out as a public park or playground the aforesaid plot of land, as follows:

Beginning at the intersection of the northern line of Rae street with the eastern line of German place.

1st. Thence northerly along the eastern line of German place for 401.15 feet to the southern line of Carr street;

2d. Thence easterly along the southern line of Carr street for 234.57 feet to the western line of St. Ann's avenue;

3d. Thence southerly along the western line of St. Ann's avenue for 403 feet to the northern line of Rae street;

4th. Thence westerly along the northern line of Rae street for 195.98 feet to the point of beginning.

This land lies in Block 2358 of the Land Map and contains 86,357.5 square feet, or 1,982 acres.

Resolved, That the foregoing resolution, approving of the above-named proposed change in the map or plan of The City of New York, by laying out Bensonia Cemetery as a public park or playground, adopted by this Board, together with a statement of its reasons therefor, be transmitted to the Municipal Assembly for its action thereon.

Affirmative—Comptroller, Commissioner of Water Supply, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of the Borough of The Bronx and President of the Board.

Negative—None.

In connection with the foregoing resolution, the following form of ordinance was approved for transmission to the Municipal Assembly:

IN MUNICIPAL ASSEMBLY.

Be it Ordained by the Municipal Assembly of The City of New York, as follows:

That, in pursuance of section 436 of the Greater New York Charter, the following resolution of the Board of Public Improvements, adopted by that Board on the 17th day of January, 1900, be and the same hereby is approved, viz.:

Resolved, That the Board of Public Improvements of The City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest to alter the map or plan of The City of New York by laying out as a Public Park or Playground the plot of land bounded by Rae street, Carr street, German place and St. Ann's avenue, commonly known as Bensonia Cemetery, being in the Twenty-third Ward, Borough of The Bronx, City of New York, does hereby favor and approve of the same, so as to lay out as a Public Park or Playground the aforesaid plot of land, as follows:

Beginning at the intersection of the northern line of Rae street with the eastern line of German place.

1st. Thence northerly along the eastern line of German place for 401.15 feet to the southern line of Carr street;

2d. Thence easterly along the southern line of Carr street for 234.57 feet to the western line of St. Ann's avenue;

3d. Thence southerly along the western line of St. Ann's avenue for 403 feet to the northern line of Rae street;

4th. Thence westerly along the northern line of Rae street for 195.98 feet to the point of beginning.

This land lies in Block 2358 of the Land Map and contains 86,357.5 square feet, or 1,982 acres.

OPENING ELSMERE PLACE, BRONX.

The following report from the President of the Borough of The Bronx was read, and the matter was referred to the Chief Topographical Engineer:

THE CITY OF NEW YORK,
OFFICE OF THE PRESIDENT OF THE BOROUGH OF THE BRONX,
MUNICIPAL BUILDING, CROTONA PARK,
January 13, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

DEAR SIR—Replying to Secretary Mooney's communication of January 5 last, in reference to acquiring title to Elsmere place, and inclosing report of the Chief Topographical Engineer, dated December 22 last, suggesting that Elsmere place be opened from Prospect avenue to the Southern Boulevard, I am requested by the local board to say that it gave full consideration to the question involved in this proceeding, and that it sees no reason to change its recommendation made under date of December 7 last, for opening Elsmere place from Marmion avenue to Southern Boulevard.

Respectfully,

LOUIS F. HAFFEN, President.

OPENING RIVERSIDE DRIVE AND PARKWAY.

In accordance with the resolution adopted by the Board on January 10 (Minutes, p. 54), a hearing was had in regard to the request of residents of West One Hundred and Fifty-second street for a change of grade of Riverside drive at that point.

After hearing Mr. Hull in favor of changing the grade as shown on the filed map, and Mr. Shaw in opposition thereto, on motion of the Commissioner of Bridges, the following resolution was adopted:

Resolved, That the matter be referred to the Chief Topographical Engineer for the purpose of making an investigation and report as to whether it would not be possible to change the grade of Riverside drive so as to afford relief to the residents of West One Hundred and Fifty-second street.

REPORTS OF COMMITTEES.

The President of the Board, as Chairman of a sub-committee, consisting of the Comptroller and Commissioner of Water Supply, appointed to prepare a new schedule of water rates to apply to the entire City of New York, submitted the following:

AN ORDINANCE establishing a scale of water rents for The City of New York.

Be it ordained by the Municipal Assembly of The City of New York as follows:

That the minimum annual rents and charges to be collected by the Department of Water Supply shall be as follows, to wit:

FRONT WIDTH.	ONE STORY.	TWO STORIES.	THREE STORIES.	FOUR STORIES.	FIVE STORIES.
16 feet and under.....	\$4 00	\$5 00	\$6 00	\$8 00	\$9 00
16 to 18 feet.....	5 00	6 00	8 00	9 00	11 00
18 to 20 feet.....	6 00	8 00	9 00	11 00	12 00
20 to 22½ feet.....	8 00	9 00	11 00	12 00	13 00
22½ to 25 feet.....	9 00	11 00	12 00	13 00	14 00
25 to 30 feet.....	11 00	13 00	14 00	15 00	16 00
30 to 37½ feet.....	13 00	15 00	17 00	19 00	20 00
37½ to 50 feet.....	17 00	18 00	19 00	20 00	21 00

The apportionment of the regular frontage rates upon dwelling houses is on the basis that but one family is to occupy the same, and for each additional family one dollar per year shall be charged.

Building Purposes—10 cents per 1,000 brick. All masonry at same rate, 500 brick being equal to one cubic yard.

Plastering—40 cents per 100 square yards, openings not included.

Baths—All baths, \$3 per annum.

Water Closets and Urinals of every description that are supplied with water from a measuring tank or system from which only a limited quantity can be drawn, viz.: about three gallons at each pull, \$2. When supplied with water from a tank, other than a measuring tank from which an unlimited quantity can be drawn by holding or fastening the valve open, or when the supply is received direct from the water supply, \$5.

One water-closet and one bath in each house supplied free of charge.

Steam lighters and tug boats, H. P.	\$8 00 per month
.....	4 00 "
Pile drivers and hoisting engines.....	5 00 "
Steam yachts.....	5 00 "
All others.....	5 00 "
Water boats supplying shipping.....	50 00 "

Meter Rates.

For all stores, work-shops, hotels, manufactories, office buildings, public edifices, on wharves, ferry houses, stables and places not enumerated, the rate shall be 10 cents per 100 cubic feet.

Where the whole or part of a building is occupied for business purposes, the whole supply shall be metered.

Where water is obtained by pumping from wells, or by purchase from other parties, all buildings shall be metered at a rate of 10 cents per 100 cubic feet.

Meters will be placed on all houses where there is an extra use of water, where required to ascertain the amount used, and where waste of water is found, and they will be charged at rates fixed for all the water passing through them.

All charges not herein mentioned or fixed are reserved for special contract by and with the Commissioner of Water Supply.

The President explained that the principal object of this revision was to comply with an urgent demand of the residents of the several boroughs for uniformity of water charges. He further explained that in the preparation of the schedule the sub-committee were confronted with this situation: If uniformity was established by reducing all the rates under each head to that which prevails as the lowest in any particular borough, the aggregate existing deficit in annual receipts would be greater by over \$300,000 than it was last year. On the other hand, by adopting the higher prevailing rates the annual deficit would be reduced \$178,500. The unanimous disposition of the Committee was in favor of reducing rather than increasing rates, but at the same time they felt that in providing uniformity of charges, which after all was the main object, it would not be wise at this time to reduce the revenues to so great an extent. Therefore this revision was considered the most intelligent and equitable that could be devised. While the aggregate net increase proposed will reduce the annual deficit, the change of rates do not very materially add to the tax burden of any individual property-owner.

At present the water-meter rate in the boroughs of Manhattan and The Bronx is 10 cents per 100 cubic feet; 7½ cents in the Borough of Brooklyn, and ranges from 15 cents to 20 cents in the Borough of Queens. The proposed revision makes a uniform rate of 10 cents.

For the purpose of ready comparison, a table of the present frontage rates in all the boroughs is herewith submitted. For the purpose of uniformity, the rate prevailing in Brooklyn is adopted in the new classification.

Water Rents for Buildings.

	ONE STORY.	TWO STORIES.	THREE STORIES.	FOUR STORIES.	FIVE STORIES.
16 Feet and Under.					
Long Island City.....	\$2 70	\$3 70	\$5 70	\$7 70	\$8 70
Brooklyn.....	4 00	5 00	6 00	8 00	9 00
Manhattan and The Bronx.....	4 00	5 00	6 00	7 00	8 00
16 to 18 Feet.					
Long Island City.....	3 30	5 30	7 30	8 30	10 30
Brooklyn.....	5 00	6 00	8 00	9 00	11 00
Manhattan and The Bronx.....	5 00	6 00	7 00	8 00	9 00
18 to 20 Feet.					
Long Island City.....	5 10	7 10	8 10	10 10	11 10
Brooklyn.....	6 00	8 00	9 00	11 00	12 00
Manhattan and The Bronx.....	6 00	7 00	8 00	9 00	10 00
20 to 22½ Feet.					
Long Island City.....	6 88	7 88	9 88	10 88	11 88
Brooklyn.....	8 00	9 00	11 00	12 00	13 00
Manhattan and The Bronx.....	7 00	8 00	9 00	10 00	11 00
22½ to 25 Feet.					
Long Island City.....	7 64	9 64	10 64	11 64	12 64
Brooklyn.....	9 00	11 00	12 00	13 00	14 00
Manhattan and The Bronx.....	8 00	9 00	10 00	11 00	12 00
25 to 30 Feet.					
Long Island City.....	9 25	11 25	12 25	13 25	14 25
Brooklyn.....	11 00	13 00	14 00	15 00	16 00
Manhattan and The Bronx.....	10 00	11 00	12 00	13 00	14 00
30 to 37½ Feet.					
Long Island City.....	10 63	12 63	14 63	16 63	17 63
Brooklyn.....	13 00	15 00	17 00	19 00	20 00
Manhattan and The Bronx.....	12 00	13 00	14 00	15 00	16 00
37½ to 50 Feet.					
Long Island City.....	13 63	14 63	15 63	16 63	17 63
Brooklyn.....	17 00	18 00	19 00	20 00	21 00
Manhattan and The Bronx.....	14 00	15 00	16 00	17 00	18 00

In the boroughs of Manhattan and The Bronx it has been customary to charge one dollar extra for each family more than one in dwelling-houses. The new schedule provides that this rate shall be extended to the other boroughs.

The rate at present charged in Manhattan and The Bronx for building purposes—that is, brick, plastering, etc.—is made the uniform rate throughout.

In the charge for extra baths there is no change from the rates now prevailing in the boroughs of Manhattan, The Bronx and Brooklyn.

For water-closets no change is made in the rates as they now exist in the three boroughs above named, except that this condition, which has been in vogue in the old City of New York since 1890, is made the rule throughout all the boroughs:

"Water-closets and urinals of every description that are supplied with water from a measuring tank or system from which only a limited quantity can be drawn, viz., about three gallons at each pull, \$2. When supplied with water from a tank, other than a measuring tank from which an unlimited quantity can be drawn by holding or fastening the valve open, or when the supply is received from the water supply, \$5."

The rates for water to shipping in the new schedule are made uniform by adopting the rates at present prevailing in the boroughs of Manhattan and The Bronx. They are slightly in excess of the rates collected in the old City of Brooklyn.

If this new schedule is adopted by the Board of Public Improvements and the Municipal Assembly, it will effect the boroughs as follows:

Increases in Manhattan and The Bronx.

On frontage rates.....	\$175,000 00
Decrease in rates in Twenty-fourth Ward.....	\$3,500 00
<i>Increases in Brooklyn.</i>	
On metered water.....	\$87,000 00
On extra families.....	30,000 00
On tugboats, etc.....	13,000 00
Decrease in Queens.....	\$23,000 00
Increase.....	\$305,000 00
Decrease.....	26,500 00
Total increase.....	\$278,500 00

On motion of the President of the Borough of Brooklyn the matter was laid over for two weeks for final consideration.

REPORTS FROM COMMISSIONER OF HIGHWAYS.

The following communications from the Commissioner of Highways was referred to the Chief Topographical Engineer:

DEPARTMENT OF HIGHWAYS—BOROUGH OF MANHATTAN, }
January 16, 1900. }

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements:*

DEAR SIR—The Department of Highways in the Borough of Queens receives many requests for improvements and repairs on streets which upon investigation are found not to have been legally opened or title vested in the City. The Department is therefore obliged to deny all requests for improvements on said streets.

I understand that the Topographical Bureau has completed the new maps of the first and Second Wards of the Borough of Queens, and it is very necessary that the maps of the other three wards of the Borough should be completed as soon as possible to facilitate the work of legally opening streets upon which public improvements are desired and are needed.

Will you kindly do all in your power to hasten the completion of these maps, and oblige,
Yours respectfully,

JAMES P. KEATING, Commissioner of Highways.

DEPARTMENT OF HIGHWAYS—BOROUGH OF MANHATTAN, }
January 10, 1900. }

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements:*

DEAR SIR—The construction of the Riverside Drive Viaduct will probably be completed by June 1, 1900.

In order to afford an outlet for the traffic on the northerly end of the viaduct, it is necessary that One Hundred and Thirty-fifth street be opened and regulated and graded, from the Boulevard to that point.

I understand that a commission has already been appointed to acquire title to the street, and I should like to be advised of the present status of the proceedings, so that as soon as title to the street is vested in the City the Local Board of the District may be requested to take initiative action for the opening, regulating and grading of the street.

Very respectfully,

JAMES P. KEATING, Commissioner of Highways.

The following reports from the Commissioner of Highways were read and the matters were laid over:

DEPARTMENT OF HIGHWAYS—BOROUGH OF MANHATTAN, }
January 10, 1900. }

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements:*

DEAR SIR—On December 29 the Secretary of the Board transmitted to me for investigation and report a resolution adopted by the Local Board of the Thirtieth District, Borough of Manhattan, recommending that the sidewalk for a distance of 130 feet from the southwest corner of Charlton and Washington streets, extending in the direction of the North river, be repaired.

A survey has been made of the proposed improvement and I recommend that it be authorized.

The estimated cost of flagging, reflagging, curbing and recurbings the sidewalk in question is \$260, and the assessed value of the real estate within the probable area of assessment is \$29,000.

Very respectfully,

JAMES P. KEATING, Commissioner of Highways.

DEPARTMENT OF HIGHWAYS—BOROUGH OF MANHATTAN, }
January 8, 1900. }

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements:*

DEAR SIR—Referring to a letter dated July 22, 1898, from the Secretary of the Board, transmitting to this department for investigation and report a resolution adopted by the Local Board of the Twenty-first District, Borough of The Bronx, recommending the regulating, grading and paving with granite blocks on sand foundation of Fulton avenue, from East One Hundred and Seventieth to East One Hundred and Seventy-fifth street, except the block between One Hundred and Seventy-third and One Hundred and Seventy-fourth streets, for which asphalt on concrete foundation is recommended, on account of the public school located there, I beg to report that the improvement provided for in the resolution of the Local Board is necessary. I therefore recommend that it be authorized.

The estimated cost of the work is \$56,600, and the assessed value of the real estate within the probable area of the assessment is \$352,100.

Very respectfully,

JAMES P. KEATING, Commissioner of Highways.

The following report from the Commissioner of Highways was read and the matter was referred to the President of the Borough of Richmond:

DEPARTMENT OF HIGHWAYS—BOROUGH OF MANHATTAN, }
January 13, 1900. }

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements:*

DEAR SIR—Under date of January 3 the Secretary of the Board forwarded to this Department for investigation and report a resolution adopted by the Local Board of the First District, Borough of Richmond, recommending that proceedings be initiated to flag and curb the sidewalks, and to pave the gutters on both sides of Myrtle avenue, in the First Ward of the Borough, for a distance of 515 feet westerly from Broadway, in said ward.

In reply, I beg to report that Myrtle avenue is a public street for about 515 feet westerly from Broadway in the First Ward, Borough of Richmond, and that at the present time there are no curbs, flags or gutters on said street. It is necessary to flag and curb the sidewalk and to pave the gutters as provided in the resolution of the Local Board, but before the work can be undertaken, a grade for the street should be established.

Very respectfully,

JAMES P. KEATING, Commissioner of Highways.

REPORTS FROM COMMISSIONER OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

The following resolutions presented by the Commissioner of Public Buildings, Lighting and Supplies, for lighting the city during 1899, were adopted:

Resolved, That the Board of Public Improvements does hereby approve and authorize the following contracts, dated May 22, 1899, submitted by the Commissioner of Public Buildings, Lighting and Supplies for the furnishing, operating and maintaining electric, gas and other illuminant in the Borough of Manhattan, City of New York, during the year 1899, as follows:

Electric Lighting.

Manhattan Electric Light Company.
The Mount Morris Electric Light Company.
Harlem Lighting Company.
The Brush Electric Illuminating Company of New York.
The Edison Electric Illuminating Company of New York.
The United Electric Light and Power Company.

Lighting by Gas.

Consolidated Gas Company of New York.
The Standard Gas Light Company of The City of New York.
New Amsterdam Gas Company.
Weisbach Street Lighting Company of America.
The New York and New Jersey Globe Gas Light Company, Limited.
Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, President of the Borough of Manhattan and President of the Board.
Negative—None.

The contracts referred to in the above resolution are as follows:

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.
TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, Head of a Department, Chief of a Bureau, Deputy thereof or Clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle-power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.
For each column relighted, stating the price per post.
For each column refitted, stating the price per post.
For each service pipe refitted, stating the price per post.
For each stand pipe refitted, stating the price per post.
For each lamp-post removed, stating the price per post.
For each lamp-post reset, stating the price per post.
For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amounts of their bids in their estimates, in addition to inserting the same in figures.

The total number of public gas-lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one-inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000 but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000 but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000 but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000 but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000 but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 included 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 person 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.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing

the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and described by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and shall be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bids will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements, after submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contract or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The New York and New Jersey Globe Gas-light Company, Ltd., party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha gas lamps to, and to light and extinguish, the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit, in the Borough of Manhattan, all of said improved naphtha gas lamps used in said borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided, that if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time table as the time for begin-

ning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamp-lighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions, at its own cost and expense.

2. Illuminating Material, Quality of—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphureted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-foot gas-burners called for in this agreement.

3. Burners—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year; provided, that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps, and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green point, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green point, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners—The cocks, tubes, and burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. Fitting up New Lamps—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service pipe to have a direct fall to the main, the service pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in firm and secure manner. The service pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps which may be required to burn any other material than illuminating gas, to be fitted up without service pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns—All lanterns used for gas which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part, without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order are to be replaced on the posts by the party of the second part without charge to the city. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages—All supplies which, under this agreement, may be required to be furnished by the party of the first part will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications, or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of twenty-two dollars (\$22) per lamp per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of—
 For each lamp-post straightened, the sum of—No charge.
 For each column relined, the sum of—No charge.
 For each column refitted, the sum of—No charge.
 For each service pipe refitted, the sum of—No charge.
 For each stand pipe refitted, the sum of—No charge.
 For each lamp-post removed, the sum of—No charge.
 For each lamp-post reset, the sum of—No charge.
 For each new lamp fitted up, the sum of—No charge.
 For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of—

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that, in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that, on or after the first day of each and every month from the month of February, 1899, to the month of January, 1900, both months inclusive, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done or should have been done in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the

Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of the New York City Consolidation Act, the Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above mentioned.

HENRY S. KEARNY, Commissioner of Public Buildings, Lighting and Supplies.
 THE NEW YORK & NEW JERSEY GLOBE GAS-LIGHT CO., Ltd.
 [SEAL.] By SAM'L H. HOEY, Treasurer.

Witness: HENRY FRANK, SAM'L H. HOEY, Treasurer.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 1st day of December, 1897, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas-light Company, Limited, who, being by me duly sworn, did say for himself as follows: the said Samuel H. Hoey that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The New York and New Jersey Globe Gas-light Company, Limited, American Bonding and Trust Company, of Baltimore City, and City Trust, Safe Deposit and Surety Company, of Philadelphia, are held and firmly bound unto the said City of New York in the sum of six thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The New York and New Jersey Globe Gas-light Company, Limited, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear;

Now, therefore, the condition of the above obligation is such, that if the said The New York and New Jersey Globe Gas-light Company, Limited, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of HENRY FRANK.

THE NEW YORK AND NEW JERSEY GLOBE GAS-LIGHT COMPANY, LIMITED,
 By SAM'L H. HOEY, Treasurer.

[SEAL.] Attest: SAM'L H. HOEY, Treasurer.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, No. 160 Broadway, N. Y.

[SEAL.] JOHN A. SULLIVAN, Vice-President.
 P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY.
 By W. P. FLANDERS, Vice-President.

[SEAL.] Attest: HENRY J. SAGE, Assistant Secretary.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas-light Company, Limited, who, being by me duly sworn, did say, for himself, as follows: The said Samuel H. Hoey, that he was the Treasurer of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: That he resided in The City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893.

And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public 46, New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (Incorporated 1886).

On the 30th day of June, 1899, the assets and liabilities of the company were:

Assets.	
Cash on hand	\$86,063 12
Cash in banks	349,534 46
Call loans upon collaterals	1,414,801 59
Time loans upon collaterals	221,010 00
Loans upon bonds and mortgages	134,900 00
Investment securities owned—stocks, bonds, etc.	349,751 50
Real estate, furniture and fixtures	526,973 53
Miscellaneous assets	119,321 66
Total	\$3,199,355 86
Liabilities.	
Capital stock	\$500,000 00
Surplus fund	150,000 00
Reinsurance reserve	118,774 22
Undivided profits	45,249 55
Deposits	2,375,964 59
Miscellaneous liabilities	9,367 50
Total	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the Company on June 30, 1899.

[SEAL.] P. H. MOONEY.

Sworn to and subscribed, before me, this 6th day of December, A. D. 1899.

[SEAL.] ANDREW O'ROURKE, Notary Public 46, New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage subscribed to the within instrument is the genuine handwriting of the said Henry J. Sage and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

[SEAL.] PHILIP H. FETT, Notary Public, Kings County, No. 10.
Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY, AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

FINANCIAL STATEMENT.	
Capital paid in	\$1,000,000 00
Stockholders' liability	1,000,000 00
Reserve for reinsurance	150,455 39
Surplus and undivided profits	390,823 22
Total	\$2,541,278 61
Assets.	
Baltimore City Stock Bonds, three and one-half per cent., 1945	Market Value, \$63,270 00
Baltimore City Stock Bonds, three and one-half per cent., 1940	155,952 00
Baltimore City Stock Bonds, three and one-half per cent., 1930	23,154 00
Baltimore City Stock Bonds, three and one-half per cent., 1928	65,540 00
Baltimore City Stock Bonds, six per cent., 1900	200 00
Baltimore City Stock Bonds, six per cent., 1902	15,762 00
City of Richmond, Va., Bonds, four per cent., 1926-1929	20,250 00
Norfolk County, Va., Bonds, five per cent., 1907	20,750 00
City of Norfolk, Va., Bonds, five per cent., 1912	11,000 00
City of Cumberland, Md., Bonds, four per cent., 1901-1907	9,000 00
United States four per cent. Bonds, 1925	129,500 00
United States two per cent. Bonds, Ext.	31,680 00
United States three per cent. Bonds, 1918	54,375 00
City of Manchester, Va., Bonds, five per cent., 1929	2,000 00
City of Snow Hill, Md., Bonds, six per cent., 1906-1923	19,880 00
Ohio and Mississippi, Spg. Div., Bonds, seven per cent., 1905	10,500 00
Randolph-Macon College Bonds, five per cent., 1910	20,000 00
Anacostia and Potomac Railway, Washington, D.C., Bonds, five per cent., 1949	15,900 00
Outstanding premiums, less commissions	53,044 88
Bills receivable and premium notes	235 99
Interest accrued	37,665 47
Accounts receivable	19,460 37
Real estate	24,763 69
Furniture and fixtures	1 00
Mortgage loans	111,575 00
Call loans	446,224 16
Time loans	147,000 00
Cash in office and banks	76,788 37
Total	\$1,597,471 93
Liabilities.	
Capital stock	\$1,000,000 00
Collateral deposits	16,576 93
Agents' credit balances	5,317 17
Losses in process of adjustment	4,299 22
Dividend, payable July 1, 1899	30,000 00
Reserve for reinsurance	\$150,455 39
Surplus and undivided profits	390,823 22
Total	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the vice-president of the American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

[SEAL.] PHILIP H. FETT, Notary Public, Kings County, No. 10.
Certificate filed in New York County.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas-light Company, Limited, who, being by me duly sworn, did say for himself, as follows: That said Samuel H. Hoey that he was the Treasurer of said Company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with the New York and New Jersey Globe Gas-light Company, Limited, is \$4,000, chargeable to the appropriation for Lamps and Lighting, boroughs of Manhattan and The Bronx, for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Municipal Assembly, Head of a Department, Chief of a Bureau, Deputy thereof or Clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that, if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test, at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.
For each column reloaded, stating the price per post.
For each column refitted, stating the price per post.
For each service pipe refitted, stating the price per post.
For each stand-pipe refitted, stating the price per post.
For each lamp post removed, stating the price per post.
For each lamp-post reset, stating the price per post.
For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates, in addition to inserting the same in figures.

The total number of public gas-lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made, in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachments placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards, shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000, shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000, shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000, shall be \$75,000; on any contract which will amount to \$80,000 but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000 but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000 but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000 but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000 but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 person 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 this deposit will be returned to him.

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

Should the person or persons to whom any contract is awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be re-advertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also, upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in

arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract shall be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements, after submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and New Amsterdam Gas Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements, dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit, in the Borough of Manhattan, all of said illuminating gas and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided, that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro rata decrease of the compensation hereinafter allowed, proportioned to the

decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time table as the time for beginning; also that they shall be lighted either by the means of a torch or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions, at its own cost and expense.

2. Illuminating Material. Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-eight (28) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphureted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that no more than ten percent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tinwork on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners.—The cocks, tubes and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter-inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of twelve dollars (\$12).

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).

For each column releaded, the sum of one dollar and fifty cents (\$1.50).

For each column refitted, the sum of three dollars and fifty cents (\$3.50).

For each service-pipe refitted, the sum of four dollars (\$4).

For each stand-pipe refitted, the sum of four dollars (\$4).

For each lamp-post removed, the sum of three dollars and fifty cents (\$3.50).

For each lamp-post reset, the sum of ten dollars (\$10).

For each new lamp fitted up, the sum of ten dollars (\$10).

For furnishing illuminating gas (of not less than 28-candle power), including service pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of forty-five (45) cents.

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors, at any time between March 1 and December 31, in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes, or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufactories of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the timetable furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that, in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that, if at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract will be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be delayed and answered unto by said city.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

Witness:
HENRY FRANK.

[SEAL.]

NEW AMSTERDAM GAS COMPANY,
By JAMES JOURDAN, President.

Attest:

FORD HUNTINGTON, Secretary.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, 1899, before me personally came James Jourdan, to me known and known to me to be the President of the New Amsterdam Gas Company, and Ford Huntington, to me known and known to me to be the Secretary of the New Amsterdam Gas Company, who, being by me severally duly sworn, did say, each for himself, as follows: The said James Jourdan that he was the President of said company, and the said Ford Huntington that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all Men by these Presents, That we, New Amsterdam Gas Company, United States Fidelity and Guaranty Company, of The City of New York, and American Bonding and Trust Company of Baltimore City, of The City of New York, are held and firmly bound unto the said City of New York in the sum of seventy-five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden New Amsterdam Gas Company, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear;

Now, therefore, the condition of the above obligation is such, that if the said New Amsterdam Gas Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of
HENRY FRANK.

NEW AMSTERDAM GAS COMPANY,
JAMES JOURDAN, President.

[SEAL.]

Attest:

FORD HUNTINGTON, Secretary.

[SEAL.]

Attest:

WYLLYS BENEDICT, Attorney in fact.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY,
By W. P. FLANDERS, Vice-President.

[SEAL.]

Attest:

HENRY J. SAGE, Assistant Secretary.

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

On this 6th day of December, 1899, before me personally came James Jourdan, to me known, and known to me to be the President of the New Amsterdam Gas Company, and Ford Huntington, to me known and known to me to be the Secretary of the New Amsterdam Gas Company, who being by me severally duly sworn, did say, each for himself, as follows: The said James Jourdan, that he was the President of said company, and the said Ford Huntington, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 6th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he was Manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York, for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS JUNE 30, A. D. 1899.

Assets.	
Stocks and Bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real Estate.....	65,346 66
Advances on Real Estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital Stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of The United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 6th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On the 6th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of the American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3 of chapter 720 of the Sessions Laws of the State of New York for the year 1893; and the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage subscribed to the within instrument is the genuine handwriting of the said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County. No. 10.
Cert. filed in New York Co.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61
Assets.	
Baltimore City Stock Bonds, 3½ per cent., 1945.....	Market value. \$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	129,500 00
United States 2 per cent. Bonds, Ext.....	31,680 00
United States 3 per cent Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,880 00
Ohio & Miss. Spg. Div. Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia & Potomac Railway, Washington, D. C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding premiums, less commissions.....	53,044 88
Bills receivable and premium notes.....	235 99
Interest accrued.....	37,655 47
Accounts receivable.....	19,460 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37
Total.....	\$1,597,471 93
Liabilities.	
Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of the American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 6th day of December, 1899.

PHILIP H. FETT, No. 10, Notary Public, Kings County.
Certificate filed in New York County.

The estimated cost of the within contract with New Amsterdam Gas Company is \$34,000, chargeable to the appropriation for Lamps and Lighting, boroughs of Manhattan and The Bronx, for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.
DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, endorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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 they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, Head of a Department, Chief of a Bureau, Deputy thereof or clerk therein, or other officer of The City of New York, 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 same 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 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 of residence, to the effect that if the contract be awarded to the person or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relining, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column relined, stating the price per post.

For each column refitted, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-feet gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000 but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000 but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 included 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than so determined upon; also to decline all estimates for any particular locality, or all localities if deemed for the best interests of

the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Welsbach Street Lighting Company of America, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement.

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha Welsbach street lights to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Manhattan, all of said improved naphtha Welsbach street lights and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899, and during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the same number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept

burning. And also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions, at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than seventy (70) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned, both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the Fire Alarm Signal lamps and in the tops of the gas lantern nearest to the several Fire Alarm Signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the city.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade, the design being to make a strong contrast between lamp-posts and lanterns. The tinwork on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the word "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of thirty dollars (\$30) for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including

the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of thirty dollars (\$30) for each lamp with single burner, forty-seven dollars (\$47) for each lamp with double burner.

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material for a period of one year for the sum of eighteen dollars (\$18) for each lamp with single burner, twenty-five dollars (\$25) for each lamp with double burner.

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each stand-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each lamp-post removed, the sum of—Gas company furnishing gas does this work.

For each lamp-post reset, the sum of—Gas company furnishing gas does this work.

For each new lamp fitted up, the sum of—Lamps erected without charge on posts furnished by city or gas companies.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet the sum of—

I. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31, in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth, which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at his own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week; and no street, avenue or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed, that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies shall, or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled its contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part thereof the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, the Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice, shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In witness whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY, Commissioner of Public Buildings, Lighting and Supplies.

WELSBACH STREET LIGHTING CO. OF AMERICA,

By ARTHUR E. SHAW, Vice-President.

[SEAL.]

Attest:

NATHAN Y. WORRALL, Secretary.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company, and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Welsbach Street Lighting Company of America, American Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twenty thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns, for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this twenty-second day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Welsbach Street Lighting Company of America, by an instrument, in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Illuminating Material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such that if the said Welsbach Street Lighting Company of America, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

WELSBACH STREET LIGHTING COMPANY OF AMERICA,

By ARTHUR E. SHAW, Vice-President.

[SEAL.]

Attest:

NATHAN Y. WORRALL, Secretary.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, 160 Broadway.

JNO. A. SULLIVAN, Vice-President

Attest:

P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY,
By W. P. FLANDERS, Vice-President.

Attest:

HENRY J. SAGE, Assistant Secretary.

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

On this 6th day of December A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893.

And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public, New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886) ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the company were:

<i>Assets.</i>	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks and bonds, etc.....	340,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86

<i>Liabilities.</i>	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed, before me, this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of the said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County, No. 10.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.

Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61

<i>Assets.</i>		Market Value.
Baltimore City Stock Bonds, 3½ per cent., 1945.....		\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....		155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....		23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....		65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....		200 00
Baltimore City Stock Bonds, 6 " 1902.....		15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....		26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....		26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....		11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....		9,000 00
U. S. 4 Per Cent. Bonds, 1925.....		129,500 00
U. S. 2 Per Cent. Bonds, Ext.....		31,680 00
U. S. 3 Per Cent. Bonds, 1918.....		54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....		2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....		19,880 00
Ohio & Mississippi, Spg. Div., Bonds, 7 per cent., 1905.....		10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....		20,000 00
Anacostia & Potomac Ry., Washington, D. C., Bonds, 5 per cent., 1949.....		15,900 00
Outstanding premiums, less commissions.....		53,044 88
Bills receivable and premium notes.....		235 99
Interest accrued.....		37,665 47
Accounts receivable.....		19,460 37
Real estate.....		24,763 69
Furniture and fixtures.....		1 00
Mortgage loans.....		111,575 00
Call loans.....		446,224 16
Time loans.....		147,000 00
Cash in office and banks.....		76,788 37
Total.....		\$1,597,471 93

<i>Liabilities.</i>	
Capital Stock.....	\$1,000,000 00
Collateral Deposits.....	16,576 93
Agents' Credit Balances.....	5,317 17
Losses in Process of Adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for Reinsurance.....	\$150,455 39
Surplus and Undivided Profits.....	390,823 22
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of The American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public, Kings County, No. 10.

Certificate filed in New York County.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known, and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan G. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said Company, and the said Nathan G. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was

such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with Welsbach Street Lighting Company of America is one dollar, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Municipal Assembly, Head of a Department, Chief of a Bureau, Deputy thereof or Clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

For each lamp post straightened, stating the price per post.
For each column releaded, stating the price per post.
For each column refitted, stating the price per post.
For each service-pipe refitted, stating the price per post.
For each stand-pipe refitted, stating the price per post.
For each lamp-post removed, stating the price per post.
For each lamp-post reset, stating the price per post.
For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates, in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to district, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-feet gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards, shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and not less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the state or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period

above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, New York City.

New York, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and the Standard Gas-light Company of The City of New York, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assented to and authorizing and approving the execution of this agreement:

A. Witnesseth, That the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Manhattan, all of said illuminating gas, used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that, if in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the

aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also, that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-post for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal gas, above described, consumed by the 3-feet-gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burner in use in the public lamps in The City of New York. The burners are to be kept clear at all times, so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas lamps, or any portion of them, at any time during the aforesaid term of one year; provided that the party of the first part will pay to the party of the second part for the lamps so furnished an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the Fire Alarm Signal lamps and in the tops of the gas lantern nearest to the several Fire Alarm Signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket-lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place whenever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street-signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads,

lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of twelve dollars and ninety cents (\$12.90) per lamp, per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).

For each column relined, the sum of one dollar and fifty cents (\$1.50).

For each column refitted, the sum of three dollars and fifty cents (\$3.50).

For each service pipe refitted, the sum of five dollars and fifty cents (\$5.50).

For each stand pipe refitted, the sum of two dollars and fifty cents (\$2.50).

For each lamp-post removed, the sum of four dollars and fifty cents (\$4.50).

For each lamp-post reset, the sum of ten dollars (\$10).

For each new lamp fitted up, the sum of ten dollars (\$10).

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power, including service pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

1. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue or public place, or any part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed, that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the timetable furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month, during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions

aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, the Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due, or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured; and in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies thereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

THE STANDARD GAS LIGHT COMPANY OF THE CITY OF NEW YORK,

[SEAL.]

RUSSELL SAGE, President.

Attest:

W. G. HOYT, Secretary.

W. G. HOYT, Secretary.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 1st day of December, 1899, before me personally came Russell Sage, to me known and known to me to be the President of the Standard Gas Light Company of The City of New York, and W. G. Hoyt, to me known and known to me to be the Secretary of the Standard Gas Light Company of The City of New York, who, being by me severally duly sworn, did say, each for himself, as follows: The said Russell Sage, that he was the President of said company, and the said W. G. Hoyt, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, the Standard Gas Light Company of The City of New York, United States Guarantee Company and American Surety Company of New York, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twelve thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden, The Standard Gas Light Company of The City of New York, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York, to furnish the Illuminating Material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear;

Now, therefore, the condition of the above obligation is such, that if the said, The Standard Gas Light Company of The City of New York, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

THE STANDARD GAS LIGHT COMPANY OF THE CITY OF NEW YORK,

[SEAL.]

RUSSELL SAGE, President.

Attest:

W. G. HOYT, Secretary.

W. G. HOYT, Secretary.

AMERICAN SURETY COMPANY OF NEW YORK,

DAVID B. SICKELS, Vice-President.

W. S. MACKELLAR, Assistant Secretary.

UNITED STATES GUARANTEE COMPANY,

By GEO. COPPELL, Vice-President.

And DANIEL J. TOMPKINS, Secretary.

[SEAL.]

STATEMENT OF FINANCIAL CONDITION OF UNITED STATES GUARANTEE COMPANY ON
MARCH 31, 1899.

Capital, paid up.....	\$250,000 00
Deposited with New York Insurance Department.....	107,550 00
<i>Assets:</i>	
United States Government Bonds.....	139,500 00
New York City Consolidated Stock.....	93,000 00
New York City Bonds.....	10,800 00
Brooklyn City Bonds.....	66,700 00
Western Union Telegraph Co. Stock.....	28,800 00
New York, Lackawanna & Western Railroad Stock.....	12,500 00
St. Paul, Minneapolis & Manitoba Railroad Stock.....	17,500 00
Cash in banks and offices.....	64,217 06
Accrued interest.....	3,885 06
Premiums in course of collection.....	18,409 77
Real estate.....	1,724 28
Mortgages on real estate.....	100 00
Total.....	\$457,136 17
<i>Liabilities:</i>	
Capital, full paid.....	\$250,000 00
Surplus.....	129,216 51
Legal reserve for unearned premiums.....	47,144 86
Claims in course of adjustment and all other contingencies.....	30,774 80
Total.....	\$457,136 17

City and County of New York, ss.:

Daniel J. Tompkins, Secretary of the United States Guarantee Company, being duly sworn, deposes and says that the foregoing statement of the assets and liabilities of said United States Guarantee Company on March 31, 1899, is true and correct, and that the financial condition of said company is as favorable at this date as it was on said March 31, 1899.

Subscribed and sworn to before me this 22d day of May, 1899.

DANIEL J. TOMPKINS.

WM. Q. HEASLEY, Notary Public, Kings County.
Certificate filed in New York County.

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

On this 22d day of May, one thousand eight hundred and ninety-nine, before me personally came Daniel J. Tompkins, known to me to be the Secretary of the United States Guarantee Company, the corporation described in and which executed the annexed instrument on behalf of Standard Gas Light Company of The City of New York, and the said Daniel J. Tompkins, being by me duly sworn, did depose and say that he resides in the City of Brooklyn, in the State of New York; that he is the Secretary of said company, and knows the corporate seal thereof; that the seal affixed to the said annexed instrument is such corporate seal, and was thereto affixed by order and authority of the Board of Directors of said company, and that he signed said annexed instrument as Secretary of said company by like order and authority; and that he is acquainted with George Coppell, and knows him to be the Vice-President of said company; and that the signature of said George Coppell, subscribed to said annexed instrument, is in the genuine handwriting of said George Coppell, and was thereto subscribed by order and authority of said Board of Directors and in the presence of said deponent; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, chapter 720, of the New York Session Laws of 1893.

DANIEL J. TOMPKINS (Deponent's Signature).

Sworn to, acknowledged before me, and subscribed in my presence this 22d day of May, 1899.

WM. Q. HEASLEY, Notary Public, Kings County.
Certificate filed in New York County.

At a regular meeting of the Board of Directors of the United States Guarantee Company, held at the offices of the company in New York City, on the 25th day of January, 1893, on motion it was

"Resolved, That the President, or either of the Vice-Presidents, and the Secretary of this company be, and they hereby are, authorized and empowered to execute and deliver and attach the seal of the company to any and all bonds or other obligations for and on behalf of the company."

City and County of New York, ss.:

I, Daniel J. Tompkins, Secretary of the United States Guarantee Company, have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said company, and do hereby certify that the same is a correct and true transcript therefrom, and of the whole of said original resolution. Given under my hand and the seal of the company, at The City of New York, this 22d day of May, 1899.

DANIEL J. TOMPKINS, Secretary.

State and County of New York, ss.:

On this 6th day of December, 1899, before me personally appeared David B. Sickles, Vice-President of the American Surety Company of New York, to me known, who being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of the American Surety Company of New York, the corporation described in and which executed the above instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law. And the said David B. Sickles further said that he was acquainted with W. S. Mackellar, and knew him to be the Assistant Secretary of said corporation; that the signature of said W. S. Mackellar, subscribed to the said instrument, is in the genuine handwriting of the said W. S. Mackellar, and was thereto subscribed by the like order of the said Board of Directors, and in the presence of him the said David B. Sickles, Vice-President.

JARED F. HARRISON, JR., Notary Public, New York County.

At a regular quarterly meeting of the Board of Directors of the American Surety Company of New York, held on the 12th day of April, 1893, the following resolution was adopted:

"Resolved, That the President and Vice-Presidents be, and they hereby are, and each one of them is authorized and empowered to execute and deliver, and attach the seal of the company to any and all bonds and undertakings for, or on behalf of the company, in its business of guaranteeing the performance of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings by law allowed; such guarantee, bonds and undertakings, however, to be attested in every instance by the Secretary, one of the Assistant Secretaries, or one of the attorneys."

County of New York, ss.:

I, W. S. Mackellar, Assistant Secretary of the American Surety Company of New York, have compared the foregoing resolution with the original thereof, as recorded in the minute book of said company, and do certify that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and seal of the company, at The City of New York, this 22d day of May, 1899.

W. S. MACKELLAR, Assistant Secretary.

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

On this 1st day of December, 1899, before me personally came Russell Sage, to me known, and known to me to be the President of the Standard Gas Light Company of The City of New York, and W. G. Hoyt, to me known and known to me to be the Secretary of the Standard Gas Light Company of The City of New York, who being by me severally duly sworn, did say, each for himself, as follows: the said Russell Sage that he was the President of said company, and the said W. G. Hoyt that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with the Standard Gas Light Company of The City of New York is \$17,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx" for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.
DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates—For furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M., of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, endorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column relighted, stating the price per post.
- For each column refitted, stating the price per post.
- For each service-pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas-lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made, in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the state or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person making the same, within three days after the contract is awarded. If the successful bidder shall refuse or neglect, within five days after the 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same had been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be re-advertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidders are not connected at the time of the making of the bid, and a contract for furnishing

the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements, after submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701 21 Park row, New York City.

New York, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Consolidated Gas Company, of New York, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents doth agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: in the Borough of Manhattan all of said illuminating gas and accessories used in said borough now ordered, or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that, should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the

means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions, at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than 22 to 27 candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the said part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark-green paint, blue shade. The square lamp-irons, brackets and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white-lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white-lead paint, and so much of the stand-pipes as project above the lamp-posts to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out and useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt, as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second-part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street-signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the word "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, the sum of seventeen dollars (\$17.00).

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of twenty-nine dollars for single burner (\$29.00) and forty-seven dollars for double burner (\$47.00).

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).
 For each column relined, the sum of one dollar and fifty cents (\$1.50).
 For each column refitted, the sum of three dollars and fifty cents (\$3.50).
 For each service-pipe refitted, the sum of five dollars and fifty cents (\$5.50).
 For each stand-pipe refitted, the sum of two dollars and fifty cents (\$2.50).
 For each lamp-post removed, the sum of three dollars and fifty cents (\$3.50).
 For each lamp-post reset, the sum of eight dollars (\$8.00).
 For each new lamp fitted up, the sum of eight dollars (\$8.00).

For furnishing illuminating gas (of not less than 22 to 27 candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of fifty cents (\$0.50).

I. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct and manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and streets signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidated Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its

control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person of persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice, shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.
 CONSOLIDATED GAS COMPANY OF NEW YORK,
 By H. E. GAWTRY, President.

[SEAL.]

Attest:

O. F. ZOLLIKOFFER, Secretary.

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

On the 29th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 28th day of December, 1899, before me personally came H. E. Gawtry, to me known and known to me to be the President of The Consolidated Gas Company, of New York, and O. F. Zollikoffer, to me known and known to me to be the Secretary of The Consolidated Gas Company, of New York, who, being by me severally duly sworn, did say, each for himself, as follows: the said H. E. Gawtry, that he was the President of said company, and the said O. F. Zollikoffer that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Consolidated Gas Company of New York, Sam Sloan and John P. Huggins of The City of New York, are held and firmly bound unto the said City of New York in the sum of one hundred and twenty-five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Consolidated Gas Company of New York, by an instrument in writing, under its corporate seal, duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York, to furnish the illuminating material for and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such that, if the said Consolidated Gas Company of New York, successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

CONSOLIDATED GAS COMPANY OF NEW YORK,

By H. E. GAWTRY, President,
 SAM SLOAN,
 JOHN P. HUGGINS.

[SEAL.]

Attest:

O. F. ZOLLIKOFFER, Secretary.

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

On this 28th day of December, 1899, before me personally came Sam Sloan and John P. Huggins, to me known and known to me to be the persons described in and who executed the foregoing bond, and they severally acknowledged to me that they executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 28th day of December, 1899, before me personally came H. E. Gawtry, to me known and known to me to be the president of the Consolidated Gas Company of New York, and O. F. Zollikoffer, to me known and known to me to be the secretary of the Consolidated Gas Company of New York, who, being by me severally duly sworn, did say, each for himself, as follows: the said H. E. Gawtry, that he was the president of said company, and the said O. F. Zollikoffer, that he was the secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the board of directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

I, Sam Sloan, of said city, being duly sworn, do depose and say, that I am a householder in The City of New York, and reside at No. 7 East Thirty-eighth street, Borough of Manhattan, in said city, and that I am worth the sum of one hundred and twenty-five thousand dollars over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

SAM SLOAN.

Subscribed and sworn to this 28th day of December, 1899, before me,

HENRY FRANK, Commissioner of Deeds, New York City.

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

I, John P. Huggins, of said city, being duly sworn, do depose and say that I am a householder in The City of New York, and reside at No. 7 West Seventy-fourth street, Borough of Manhattan, in said city, and that I am worth the sum of one hundred and twenty-five thousand dollars over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

JOHN P. HUGGINS.

Subscribed and sworn to this 28th day of December, 1899, before me,

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with Consolidated Gas Company of New York is \$200,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps;" and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish. Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000 but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements, after

submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The United Electric Light and Power Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In the Borough of Manhattan, all of said electric lamps and accessories used in said borough now ordered, or hereafter to be ordered, by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as incandescent and arc electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermacetin per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle-power, using the improved Bunsen photometer. The candle-power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline of alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not

less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided, that in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated, and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the afore-mentioned period, the sum of for the lamps on each lamp-post for each night.

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand watts, the sum of

For first and second hours' average daily use of total installation of each building, fifteen cents (15c.) per kilowatt hour.

For third and fourth hours' average daily use, ten cents (10c.) per kilowatt hour.

For excess above four hours' average daily use, five cents (5c.) per kilowatt hour, or

When the consumption of the installation of each building reaches 2,000 kilowatt hours per month for eight months in the year, and two hours' average daily use of total installation, ten cents (10c.) per kilowatt hour for the first three hours' average daily use, and five cents (5c.) for all use above three hours. A discount of five per cent. (5%) will be allowed on bills of five hundred dollars (\$500) and ten per cent. (10%) on bills of one thousand dollars (\$1,000) in one month for each installation.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric-lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under

this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding thirty minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle-power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of the New York City Consolidation Act, the Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of , and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK,

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

THE UNITED ELECTRIC LIGHT AND POWER COMPANY,
By C. H. JACKSON, Vice-President.

[SEAL.]

Attest:

JOS. W. HARTLEY, Assistant Secretary.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came C. H. Jackson, to me known and known to me to be the Vice-President of the United Electric Light and Power Company, and Jos. W. Hartley, to me known and known to me to be the Assistant Secretary of the United Electric Light and Power Company, who, being by me severally duly sworn, did say, each of himself, as follows: the said C. H. Jackson that he was the Vice-President of said company, and the said Jos. W. Hartley that he was the Assistant Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The United Electric Light and Power Co., United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of Ten Thousand Dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, the above bounden The United Electric Light and Power Company by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents,

and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such that if the said The United Electric Light and Power Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

THE UNITED ELECTRIC LIGHT AND POWER COMPANY,
By C. H. JACKSON, Vice-President.

[SEAL.]
Attest:

JOSEPH W. HARTLY, Assistant Secretary.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY,
By SYLVESTER J. O'SULLIVAN, Manager.

[SEAL.]
Attest:

WYLLYS BENEDICT, Attorney-in-fact.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF
PHILADELPHIA, 160 Broadway, New York.

[SEAL.]
Attest:

By JOHN A. SULLIVAN, Vice-President.

P. H. MOONEY, Assistant Secretary.

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

On this 29th day of December, 1899, before me personally came C. H. Jackson, to me known, and known to me to be the Vice President of the United Electric Light and Power Company, and Jos. W. Hartly, to me known and known to me to be the Assistant Secretary of the United Electric Light and Power Company, who being by me severally duly sworn, did say, each for himself, as follows: The said C. H. Jackson, that he was the Vice-President of said Company, and the said Jos. W. Hartly, that he was the Assistant Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he was manager of The United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30TH, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-fact of The United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief the foregoing is a true and correct statement of the financial condition of said company as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D., 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893.

And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886).

On the Thirtieth Day of June, 1899, the assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment Securities owned, stocks, bonds, etc.....	\$346,751 50
Real estate, furniture and fixtures.....	\$26,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 59
Deposits.....	2,375,964 55
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with The United Electric Light and Power Company is \$2,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, endorsed "Estimate for furnishing, operating and maintaining electric lamps;" and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and if he or they shall omit or refuse to execute the same they shall pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract shall be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The Mount Morris Electric Light Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Schuyler and Adams-Bag system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In the Borough of Manhattan, all of said electric lamps and accessories used in said Borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc incandescent electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro rata decrease of the compensation hereafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of sperm-ceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle-power, using the improved Bunsen photometer. The candle-power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potentials between the carbons, using approved instruments, properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided, that in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near

the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-post, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons, and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies, for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications, or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforesaid period, the sum of forty (40) cents and forty-five (45) cents per night for single arc lamps and twenty-two dollars and fifty cents (\$22.50) per lamp per year for incandescent lamps on any of the streets, avenues, etc., as specified in bid of May 22, 1899, now ordered or hereafter ordered by said Commissioner; and any additional lighting at the rate of forty (40) cents per night for single arc-lamp, and twenty-two dollars and fifty cents (\$22.50) per lamp per year for incandescent lamps for the lamps on each lamp-post for each night.

For furnishing electric current, including service pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of

For first and second hours' average daily use of total installation of each building, fifteen cents (15c.) per kilowatt hour.

For third and fourth hours' average daily use, ten cents (10c.) per kilowatt hour.

For excess above four hours' average daily use, five cents (5c.) per kilowatt hour, or

When the consumption of the installation of each building reaches 2,000 kilowatt hours per month for eight months in the year, and two hours' average daily use of total installation, ten cents (10c.) per kilowatt hour for the first three hours' average daily use, and five cents (5c.) for all use above three hours. A discount of five per cent. (5%) will be allowed on bills of five hundred dollars (\$500), and ten per cent. (10%) on bills of one thousand dollars (\$1,000) in one month for each installation.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agree-

ment; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed, that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding 30 minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle-power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

O. And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

P. The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

Q. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

R. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
MT. MORRIS ELECTRIC LIGHT CO.
By THOS. E. MURRAY, President.

[SEAL.]

Attest:

C. W. RICE, Secretary.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 30th day of December, 1899, before me personally came Thos. E. Murray, to me known and known to me to be the President of the Mount Morris Electric Light Company, and C. W. Rice, to me known and known to me to be the Secretary of the Mount Morris Electric Light Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said Thos. E. Murray that he was the President of said company, and the said C. W. Rice that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.
Certificate filed in New York County.

[SEAL.]

Know all Men by these Presents, that we, The Mount Morris Electric Light Company, City Trust Safe Deposit and Surety Company of Philadelphia and United States Fidelity & Guaranty Company of the City of New York, are held and firmly bound unto the said City of New York in the sum of thirty-seven thousand five hundred dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The Mount Morris Electric Light Company by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The Mount Morris Electric Light Company, its successors or assigns, shall well and truly, and in good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

MT. MORRIS ELECTRIC LIGHT CO.
By THOS. E. MURRAY, President.

[SEAL.]

Attest:

C. W. RICE, Secretary.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

[SEAL.]

Attest:

WYLLYS BENEDICT, Attorney-in-fact.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, 160 Broadway, New York.

By STEPHEN FARRELLY, Vice-President.
P. H. MOONEY, Assistant Secretary.

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

On this 30th day of December, 1899, before me personally came Thos. E. Murray to me known, and known to me to be the President of the Mount Morris Electric Light Company, and C. W. Rice, to me known and known to me to be the Secretary of the Mount Morris Electric Light Company, who being by me severally duly sworn, did say, each for himself, as follows: the said Thos. E. Murray, that he was the President of said company, and the said C. W. Rice, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.

Certificate filed in New York County.

[SEAL.]

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

On the 30th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed, the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	95,346 66
Advance on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66

Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	\$41,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 30th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 30th day of December, A. D. 1899, before me personally appeared Stephen Farrelly, to me known, who being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720 of the New York Session Laws of 1893.

And the said Stephen Farrelly further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said Stephen Farrelly, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, INCORPORATED 1886.

ON THE THIRTY-FIRST DAY OF DECEMBER, 1898, THE ASSETS AND LIABILITIES OF THE COMPANY WERE:

Assets.	
Cash on hand.....	\$66,585 63
Cash in banks.....	353,607 76
Call loans upon collaterals.....	1,056,801 58
Time loans upon collaterals.....	388,235 22
Loans upon bonds and mortgages.....	121,800 00
Investment securities owned, stocks, bonds, etc.....	298,577 50
Real estate, furniture and fixtures.....	524,823 89
Miscellaneous assets.....	102,255 25
Total.....	\$2,912,686 83

Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	112,053 59
Undivided profits.....	59,344 09
Deposits.....	2,072,614 15
Miscellaneous liabilities.....	18,675 00
Total.....	\$2,912,686 83

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on December 31, 1898.

P. H. MOONEY.

Sworn to and subscribed before me, this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with The Mount Morris Electric Light Company is \$80,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx" for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING
ELECTRIC LAMPS.
DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.
TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps, for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, endorsed "Estimate for furnishing, operating and maintaining electric lamps," and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 estimates must be verified by oath, in writing, of the party making the same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$35,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money 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 person 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.

Also further provided that, in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Manhattan Electric Light Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Brush and Thomson-Houston system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In the Borough of Manhattan all of said electric lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle-power, using the improved Bunsen photometer. The candle-power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamps shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in the regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided, that in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

11. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

12. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts, shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

13. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

14. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

15. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of the contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices, as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

16. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

17. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforesaid period, the sum of forty (40) cents and fifty (50) cents per night for single arc lamps on any of the streets, avenues, etc., as specified in bid of May 22, 1899, now ordered or hereafter ordered by said commissioner and any additional lighting at the rate of forty (40) cents per night per single arc lamp for the lamps on each lamp-post for each night.

For furnishing electric current, including service pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implements or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fix up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding 30 minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the

party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, that these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on and after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto, that if at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice, shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioners of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioners of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

MANHATTAN ELECTRIC LIGHT COMPANY,

By E. A. LESLIE, Vice-President.

[SEAL]

Attest:

FRANK ENOS.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this the 29th day of December, 1899, before me personally came E. A. Leslie, to me known and known to me to be the Vice-President of the Manhattan Electric Light Company, and Frank Enos, to me known and known to me to be the Secretary of the Manhattan Electric Light Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said E. A. Leslie, that he was Vice-President of said company, and the said Frank Enos, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

[SEAL.]

FREDERICK W. JESSER, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Manhattan Electric Light Company, United States Fidelity and Guaranty Company and City Trust, Safe Deposit and Surety Company of Philadelphia of The City of New York, are held and firmly bound unto the said City of New York in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns, for which payment, well and truly to be made, we bind our-elves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Manhattan Electric Light Company, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain Electric Lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Manhattan Electric Light Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every

of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of
HENRY FRANK.

[SEAL.] MANHATTAN ELECTRIC LIGHT COMPANY,
Attest: By E. A. LESLIE, Vice-President.

FRANK ENOS.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York,
[SEAL.] By JNO. A. SULLIVAN, Vice-President.

P. H. MOONEY, Assistant Secretary.
THE UNITED STATES FIDELITY AND GUARANTY COMPANY,
[SEAL.] By SYLVESTER J. O'SULLIVAN, Manager.

Attest: WYLLYS BENEDICT, Attorney-in-fact.

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

On this 29th day of December, 1899, before me personally came E. A. Leslie to me known, and known to me to be the Vice-President of the Manhattan Electric Light Company, and Frank Enos to me known and known to me to be the Secretary of the Manhattan Electric Light Company, who being by me severally duly sworn, did say, each for himself, as follows: the said E. A. Leslie that he was the Vice-President of said company, and the said Frank Enos that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

[SEAL.] FREDERICK W. JESSER, Notary Public, Kings County.
Certificate filed in New York County.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order, and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF UNITED STATES FIDELITY AND GUARANTY COMPANY, AT THE CLOSE OF BUSINESS, JUNE 30TH, A.D. 1899.

Assets.	
Stocks and bonds (market value)	\$1,178,917 08
Loans secured by collateral	338,681 25
Cash on hand and in banks	311,450 90
Loans secured by mortgage	37,275 10
Real Estate	65,340 66
Advances on real estate secured by deeds	21,249 83
Furniture and fixtures	100 00
Agents' balance, less commissions	100,779 02
Due for subscriptions for the Dept. of Attorneys	15,535 98
Interest due and accrued	16,257 84
Total	\$2,085,593 66

Liabilities.	
Capital stock paid in cash	\$1,500,000 00
Cash collateral deposit	43,902 93
Surplus and reserve	541,690 73
Total	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A.D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: That he resided in The City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886), ON THE THIRTIETH DAY OF JUNE, 1899, THE ASSETS AND LIABILITIES OF THE COMPANY WERE:

Assets.	
Cash on hand	\$86,063 12
Cash in banks	349,534 46
Call loans upon collaterals	1,414,801 59
Time loans upon collaterals	221,010 00
Loans upon bonds and mortgages	134,900 00
Investment securities owned, stocks, bonds, &c.	346,751 00
Real estate, furniture and fixtures	526,973 53
Miscellaneous assets	119,321 06
Total	\$3,199,355 86

Liabilities.	
Capital stock	\$500,000 00
Surplus fund	150,000 00
Reinsurance reserve	118,774 22
Undivided profits	45,249 55
Deposits	2,375,964 59
Miscellaneous liabilities	9,367 50
Total	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.
Sworn to and subscribed before me this 29th day of December, A.D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with Manhattan Electric Light Company is \$90,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.
TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, endorsed "Estimate for furnishing, operating and maintaining electric lamps," and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates, in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be re-advertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places of public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements, after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The Brush Electric Illuminating Company of New York, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Brush and Alternating Arc system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: in the Borough of Manhattan all of said electric lamps and accessories used in said Borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract, and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and their appurtenances thereof.

B. And it is further agreed that, subject to the provisions of Section 573 of Chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is also further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as electric arc electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle-power, using the improved Bunsen photometer. The candle-power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the means of ten such observations shall be taken in determining the candle-power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of said lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that, in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and

Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—Globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used when deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications or in this agreement of which they form part, the word, "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforementioned period, the sum of 40 cents and 45 cents per night for single arc lamps and 50 cents per night per post of two arc lamps, on any of the streets and avenues as specified in bid of May 22, 1899, now ordered or hereafter ordered by said Commissioner, and any additional lighting at the rate of 40 cents per night per single arc lamp for the lamps on each lamp-post for each night.

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps, as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding 30 minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under his agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the engineer, inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claim and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

THE BRUSH ELECTRIC ILLUMINATING COMPANY OF NEW YORK,
By C. H. JACKSON, President.

[SEAL.]

Attest:

CHAS. J. MARSH, Secretary.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came C. H. Jackson, to me known and known to me to be the President of The Brush Electric Illuminating Company of New York, and Chas. J. Marsh, to me known and known to me to be the Secretary of The Brush Electric Illuminating Company of New York, who, being by me severally duly sworn, did say, each for himself, as follows: the said C. H. Jackson, that he was the President of said company, and the said Chas. J. Marsh, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, That we, The Brush Electric Illuminating Company of New York, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of sixty thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns, for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden, The Brush Electric Illuminating Company of New York by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain Electric Lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The Brush Electric Illuminating Company of New York, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained,

on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed in presence of

HENRY FRANK.

THE BRUSH ELECTRIC ILLUMINATING COMPANY OF NEW YORK.
By C. H. JACKSON, President.

[SEAL.]

Attest:

CHAS. J. MARSH.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

[SEAL.]

By SYLVESTER J. O'SULLIVAN, Manager.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF

PHILADELPHIA, No. 160 Broadway, New York.

[SEAL.]

Attest:

WYLLYS BENEDICT, Attorney-in-fact.

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

On this 29th day of December, 1899, before me personally came C. H. Jackson, to me known, and known to me to be the President of the Brush Electric Illuminating Company of New York, and Chas. J. Marsh, to me known and known to me to be the Secretary of the Brush Electric Illuminating Company of New York, who, being by me severally duly sworn, did say, each for himself, as follows: the said C. H. Jackson, that he was the President of said company, and the said Chas. J. Marsh that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he was manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York, for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30TH, A. D. 1899.

Assets.

Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the department of attorneys.....	15 535 98
Interest due and accrued.....	2,085,593 66
Total.....	\$2,085,593 66

Liabilities.

Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-fact of the United States Fidelity and Guaranty Company, and that to the best of his knowledge and belief the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: That he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, INCORPORATED 1886.

On the 30th day of June, 1889, the assets and liabilities of the Company were:

Assets.

Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 66

Liabilities.

Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with The Brush Electric Illuminating Company of New York is \$100,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx" for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING
ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said city 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$35,000; on any contract which will amount to \$40,000 but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected, and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as security or otherwise, upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements, after submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal, and all contracts entered into in pursuance of said proposal, will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said city, party of the first part, and The Edison Electric Illuminating Company, of New York, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed, and by these presents does agree, with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Edison Low Tens on system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: in the Borough of Manhattan, all of said electric lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc and incandescent electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect; provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using improved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that in order that the party of the first part may have proper facilities for testing the candle power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part

will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors will be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens, in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-posts or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated, and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current; and in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications, or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the afore-mentioned period, the sum of forty cents per night for single arc-lamps and fifty cents per night for post of two arc-lamps on any of the streets, avenues, etc., as specified in bid of May 22, 1899, now ordered or hereafter ordered by said Commissioner, for the lamps on each lamp-post for each night.

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of

For first and second hours' average daily use of total installation of each building, fifteen cents (15c.) per kilowatt hour.

For third and fourth hours' average daily use, ten cents (10c.) per kilowatt hour.

For excess above four hours' average daily use, five cents (5c.) per kilowatt hour, or

When the consumption of the installation of each building reaches 2,000 kilowatt hours per month for eight months in the year, and two hours' average daily use of total installation, ten cents (10c.) per kilowatt hour for the first three hours' average daily use, and five cents (5c.) for all use above three hours. A discount of five per cent. (5 per cent.) will be allowed on bills of Five Hundred Dollars (\$500) and ten per cent. on bills of one thousand dollars (\$1,000) in one month for each installation.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding thirty minutes consecutively the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of

the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished, or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof, to the satisfaction of the Comptroller, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to any services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY FRANK.

Attest:

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies,

THE EDISON ELECTRIC ILLUMINATING COMPANY OF NEW YORK.

[SEAL.]

By J. W. LIEB, Jr., Third Vice-President.

Witness:

FRANK ENOS, Secretary.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came John W. Lieb, Jr., to me known and known to me to be Third Vice-President of the Edison Electric Illuminating Company, and Frank Enos, to me known and known to me to be the Secretary of the Edison Electric Illuminating Company of New York, who, being by me severally duly sworn, did say, each for himself, as follows: The said John W. Lieb, Jr., that he was the Third Vice-President of said company, and the said Frank Enos, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.

Certificate filed in New York County.

[SEAL.]

Know, all men by these presents, that we, The Edison Electric Illuminating Company of New York, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of thirty-seven thousand five hundred dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The Edison Electric Illuminating Co. of New York, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The Edison Electric Illuminating Co. of New York, its successors and assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE EDISON ELECTRIC ILLUMINATING COMPANY OF NEW YORK.
[SEAL.] By J. W. LIEB, Third Vice-President.
Attest: FRANK ENOS.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

Attest:
WYLLYS BENEDICT, Attorney-in-fact.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.
[SEAL.] By JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.

Signed and sealed in presence of
HENRY FRANK

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

On this 29th day of December, 1899, before me personally came John W. Lieb, Jr., to me known and known to me to be the Third Vice-President of the Edison Electric Illuminating Company of New York, and Frank Enos, to me known and known to me to be the Secretary of the Edison Electric Illuminating Company of New York, who being by me severally duly sworn, did say, each for himself, as follows: The said John W. Lieb, Jr., that he was the Third Vice-President of said company, and the said Frank Enos, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.
[SEAL.] Certificate filed in New York County.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he was Manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-Fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30TH, A. D. 1899.

Assets.	
Stocks and bonds, (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in bank.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real Estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 08
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, and that the financial condition of said Company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.
Subscribed and sworn to before me this 29th day of December, 1899.
JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY, OF PHILADELPHIA, INCORPORATED 1886.

On the 30th day of June, 1899, the assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 64
Call loans upon collaterals.....	1,414,801 59
Time Loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks and bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	\$26,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	99,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with the Edison Electric Illuminating Company of New York is \$60,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNEY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Manhattan, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 p. m., of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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 they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 oath, in writing, of the party making the same, 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 a surety company or 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.
Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Manhattan, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

New York, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part and The Harlem Lighting Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with said party of the first part, for the consideration herein-after mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Brush system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: in the Borough of Manhattan all of said electric lamps and accessories used in said borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including 31st day of December, 1899; and during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid, or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided, that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that, in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing lamps and carbons

such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts, shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons, and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires and other conductors shall be thoroughly insulated, and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies, to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies, for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforesaid period, the sum of forty (40) cents and fifty (50) cents per night, for single arc lamps on any of the streets, avenues, etc., as specified in bid of May 22, 1899, now ordered or hereafter ordered by said Commissioner, and any additional lighting at the rate of forty (40) cents per night, per single arc lamp, for the lamps on each lamp-post for each night.

For furnishing electric current, including service pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part, or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed, that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding 30 minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, that these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed, that on and after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps are required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is prescribed in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice, alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid, shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Manhattan, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed, and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

Witness:
HENRY FRANK.

[SEAL.] THE HARLEM LIGHTING COMPANY,
By E. A. LESLIE, Vice-President.

Attest:
FRANK ENOS, Secretary.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came E. A. Leslie, to me known and known to me to be the Vice-President of the Harlem Lighting Company, and Frank Enos, to me known and known to me to be the Secretary of the Harlem Lighting Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said E. A. Leslie, that he was the Vice-President of said company, and the said Frank Enos, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.
Certificate filed in New York County.

Know all men by these presents, that we, The Harlem Lighting Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, the above bounden Harlem Lighting Company, by an instrument, in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain Electric Lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Harlem Lighting Co., its successors or assigns, shall well and truly, and in good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants,

provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE HARLEM LIGHTING COMPANY.
By E. A. LESLIE, Vice-President.

[SEAL.]

Attest:
FRANK ENOS.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

[SEAL.]

Attest:

WYLLYS BENEDICT, Attorney-in-Fact.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, 160 Broadway, New York.

[SEAL.]

By JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.

Signed and sealed in presence of
HENRY FRANK.

Attest:

FRANK ENOS, Secretary.

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

On this twenty-ninth day of December, 1899, before me personally came E. A. Leslie, to me known and known to me to be the Vice-President of the Harlem Lighting Company, and Frank Enos, to me known and known to me to be the Secretary of the Harlem Lighting Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said E. A. Leslie, that he was the Vice-President of said company, and the said Frank Enos, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

FREDERICK W. JESSER, Notary Public, Kings County.

Certificate filed in New York County.

[SEAL.]

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he was Manager of the United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 98
Interest due and accrued.....	16,237 84
Total.....	\$2,085,593 66

Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D., 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan, further said, that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1866).

On the thirtieth day of June, 1899, the assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 49
Call loans upon collaterals.....	1,414,801 56
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86

Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,904 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with The Harlem Lighting Co. is \$12,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

Resolved, That the Board of Public Improvements does hereby approve and authorize the following contracts dated May 22, 1899, submitted by the Commissioner of Public Buildings, Lighting and Supplies, for furnishing, operating and maintaining electric, gas and other illuminant in the Borough of The Bronx, City of New York, during the year 1899, as follows:

Electric Lighting.

Pelham Electric Light and Power Company.
North River Electric Light and Power Company.

Lighting by Gas.

Welsbach Street Lighting Company of America.
The New York and New Jersey Globe Gas Light Company (Limited).
Northern Union Gas Company.
Central Union Gas Company.
The Yonkers Gas Light Company.

Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of the Borough of The Bronx and President of the Board.

Negative—None.

The contracts referred to are as follows:

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of The Bronx, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 estimates must be verified by the oath, in writing, of the party making the same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for the period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.
For each column relighted, stating the price per post.
For each column refitted, stating the price per post.
For each service-pipe refitted, stating the price per post.
For each stand-pipe refitted, stating the price per post.
For each lamp-post removed, stating the price per post.
For each lamp-post reset, stating the price per post.
For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards, shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Welsbach Street Lighting Company of America, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha Welsbach street lights to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of The Bronx all of said improved naphtha Welsbach street lights and accessories used in said borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required to do so by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and

Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps, so kept burning; and also, provided that it, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than seventy (70) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year; provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase in the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from setting and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications, or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of thirty dollars (\$30) for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of thirty dollars (\$30) for each lamp with single burner; forty-seven dollars (\$47) for each lamp with double burner.

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of eighteen dollars (\$18) for each lamp with single burner; twenty-five dollars (\$25) for each lamp with double burner.

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each stand-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each lamp-post removed, the sum of—Gas company furnishing gas does this work.

For each lamp-post reset, the sum of—Gas company furnishing gas does this work.

For each new lamp fitted up, the sum of—Lamps erected without charge on posts furnished by the city or gas companies.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31 in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavement during the preceding week; and no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufactories of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part until all such suits, actions, and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Com-

missioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that, on or after the first day of each and every month during the term of this contract, the party of the second part, shall furnish proof to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereunto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
WELSBACH STREET LIGHTING CO. OF AMERICA,
By ARTHUR E. SHAW, Vice-President.

[SEAL.]

Attest:

NATHAN Y. WORRALL, Secretary.

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

On the 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company, and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Welsbach Street Lighting Company of America, American Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden, Welsbach Street Lighting Co. of America, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Illuminating Material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Welsbach Street Lighting Co. of America, its successors or assigns, shall well and truly, and in a good, sufficient, workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of

the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

[SEAL.]

WELSBACH STREET LIGHTING CO. OF AMERICA.

By ARTHUR E. SHAW, Vice-President.

Attest:

NATHAN Y. WORRALL, Secretary.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY

OF PHILADELPHIA, 160 Broadway, New York.

[SEAL.]

JNO. A. SULLIVAN, Vice-President.

P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY.

By W. P. FLANDERS, Vice-President.

Signed and sealed in presence of

HENRY FRANK.

Attest:

HENRY J. SAGE, Assistant Secretary.

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

On this 6th day of December, A. D., 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in The City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893.

And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886) ON THE THIRTIETH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets:	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities:	
Capital stock.....	\$300,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,904 59
Miscellaneous liabilities.....	9,307 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 6th day of December A. D., 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say: that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720, of the Session Laws of the State of New York for the year 1893; and the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of the said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, No. 10, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61
Assets.	
Baltimore City Stock Bonds, 3½ per cent., 1945.....	\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	129,500 00
United States 2 per cent. Bonds, ext.....	3,680 00
United States 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,880 00
Ohio and Miss. Spg. Div. Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia & Potomac Ry., Washington, D. C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding premiums, less commissions.....	53,044 88
Bills receivable and premium notes.....	235 99
Interest accrued.....	37,605 47
Accounts receivable.....	19,463 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time Loans.....	147,000 00
Cash in office and banks.....	70,788 37
Total.....	\$1,597,471 93

Liabilities.	
Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice President of The American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.
 PHILIP H. FETT, Notary Public, No. 10, Kings County.
 Certificate filed in New York County.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company, and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with Welsbach Street Lighting Company of America is \$1, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
 Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.
 TO CONTRACTORS.

Proposals for Estimates.—For furnishing the Gas or other Illuminating Materials for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of The Bronx, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column relighted, stating the price per post.
- For each column refitted, stating the price per post.
- For each service pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-feet gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000 but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 shall be returned to him.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract, within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
 Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between the City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Central Union Gas Co., party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of the City of New York bounded and described as follows, to wit: in the Borough of The Bronx all of said illuminating gas and accessories used in said borough now ordered, or hereafter to be ordered by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. **Lighting.**—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term; then, in that case the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamp-lighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. **Illuminating Material, Quality of.**—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-two (22) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of Bunson Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of sperm per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of sperm per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by twenty-candle coal-gas above described, consumed by the 3-feet gas burners called for in this agreement.

3. **Burners.**—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year; provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. **Cleaning.**—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. **Repairing and Reglazing.**—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the city.

6. **Repairing Lamp-posts.**—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. **Painting.**—The lamp-post, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. **Removing Lamp-posts.**—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. **Cocks, Tubes, and Burners.**—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. **Fitting up New Lamps.**—New Lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second

part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. **Lanterns.**—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps by the party of the second part without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. **Cross-heads and Lamp-irons.**—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The crossheads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. **Street Signs.**—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. **Cartages.**—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the word "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of twenty-four dollars (\$24).

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).

For each column releaded, the sum of one dollar and fifty cents (\$1.50).

For each column refitted, the sum of three dollars (\$3).

For each service-pipe refitted, the sum of three dollars and fifty cents (\$3.50).

For each stand-pipe refitted, the sum of two dollars (\$2).

For each lamp-post removed, the sum of three dollars and fifty cents (\$3.50).

For each lamp-post reset, the sum of eight dollars (\$8).

For each new lamp fitted up, the sum of eight dollars (\$8).

For furnishing illuminating gas (of not less than twenty-two candle power), including service-

(Insert illuminating power)
pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of ninety-five (95) cents to December 31, 1899, and ninety-two and one-half (92½) cents thereafter.

I. And it is further agreed that the said party of the second part shall have the same right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31 in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week; and no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement, thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufactories of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its

sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty day thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head or the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice, shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897 known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the engineer, inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or any force unless and until the said contract has been submitted to the Board of Public Improvements, and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be delayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed, and its president and secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above-written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
CENTRAL UNION GAS COMPANY,
By WM. R. BEAL, President.

[SEAL.]

Attest:
A. F. REICHEL, Secretary.

Witness:
HENRY FRANK.

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

On this 18th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 12th day of December, 1899, before me personally came William R. Beal, to me known and known to me to be the President of the Central Union Gas Company, and A. F. Reichelt, to me known and known to me to be the Secretary of the Central Union Gas Company, who, being by me severally duly sworn, did say, each for himself, as follows: The said William R. Beal that he was the President of said company, and the said A. F. Reichelt that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men, by these presents, that we, Central Union Gas Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twelve thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Central Union Gas Company by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illumi-

nating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Central Union Gas Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

[SEAL.]

CENTRAL UNION GAS COMPANY,

By WM. R. BEAL, President.

Attest:

A. F. REICHEL, Secretary.

[SEAL.]

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.

By JOHN A. SULLIVAN, Vice-President,
P. H. MOONEY, Assistant Secretary.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

By SYLVESTER J. O'SULLIVAN, Manager.

Attest:

WYLLYS BENEDICT, Attorney-in-fact.

Signed and sealed in presence of

HENRY FRANK.

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

On this 12th day of December, 1899, before me personally came Wm. R. Beal, to me known and known to me to be the President of the Central Union Gas Company, and A. F. Reichelt, to me known and known to me to be the Secretary of the Central Union Gas Company, who being by me severally sworn, did say, each for himself, as follows: the said Wm. R. Beal, that he was the President of said company, and the said A. F. Reichelt, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 13th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York, for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be Attorney-in-Fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and Bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in Banks.....	311,450 90
Loans secured by Mortgage.....	37,275 10
Real Estate.....	65,340 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 08
Interest due and accrued.....	10,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 13th day of December, 1899.

JOSEPH H. DOHERTY, Commissioner of Deeds, New York City.

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

On this 13th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: That he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720 of the New York Session Laws of 1893.

And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney subscribed to said instrument is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, (INCORPORATED 1886) ON THE THIRTIETH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,601 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned—stocks, bonds, etc.....	346,751 50
Real estate, furniture, fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,744 22
Undivided profits.....	45,249 55
Deposits.....	2,375,904 59
Miscellaneous liabilities.....	9,307 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 13th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with Central Union Gas Company is \$40,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES. TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas., etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Bronx, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a Department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture), or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle-power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column relighted, stating the price per post.
- For each column refitted, stating the price per post.
- For each service-pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about _____, but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-feet gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards, shall be \$150,000; or any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of making the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract shall be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of said contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Northern Union Gas Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: in the borough of The Bronx, all of said illuminating gas and accessories used in said Borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done, by the party of the second part hereto shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout the City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps or portion of them are kept burning shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party

of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty (20) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunson Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti, per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quality of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of the burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts, are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications, or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of twenty-eight dollars (\$28.00).

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar and fifty cents (\$1.50).

For each column releaded, the sum of one dollar and fifty cents (\$1.50).

For each column refitted, the sum of three dollars (\$3.00).

For each service-pipe refitted, the sum of three dollars and fifty cents (\$3.50).

For each stand-pipe refitted, the sum of two dollars (\$2).

For each lamp-post removed, the sum of three dollars and fifty cents (\$3.50).

For each lamp-post reset, the sum of eight dollars (\$8).

For each new lamp fitted up, the sum of eight dollars (\$8).

For furnishing illuminating gas (of not less than twenty [20] candle power), including service pipes from the gas-mains to the building, and a proper meter for measuring the gas, for the term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of ninety-five (95) cents to December 31, 1899, and ninety-two and one-half (92½) cents thereafter.

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, in any year, upon giving forty-eight hours written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed, that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas his or their own house, store, manufactory or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3)

cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part thereof the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due, or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim, or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, where laborers are employed and preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

NORTHERN UNION GAS COMPANY.

WM. R. BEAL, President.

[SEAL.]

Attest:

D. HAMILTON, Secretary.

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

On this 18th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 12th day of December, 1899, before me personally came William R. Beal, to me known and known to me to be the President of the Northern Union Gas Company, and D. Hamilton, to me known and known to me to be the Secretary of the Northern Union Gas Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said William R. Beal that he was the President of said company, and the said D. Hamilton that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Northern Union Gas Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of the City of New York, are held and firmly bound unto the said City of New York in the sum of thirty-six thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Northern Union Gas Company by an instrument in writing under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Illuminating Material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Northern Union Gas Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, ful-

filled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

[SEAL.]

NORTHERN UNION GAS CO.,
By WM. R. BEAL, President.

[SEAL.]

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.

JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.

Attest:

WYLLYS BENEDICT, Attorney-in-Fact.

Attest:

D. HAMILTON, Secretary.

Signed and sealed in the presence of
HENRY FRANK.

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

On this 12th day of December, 1899, before me personally came Wm. R. Beal, to me known, and known to me to be the President of the Northern Union Gas Company, and D. Hamilton, to me known, and known to me to be the Secretary of the Northern Union Gas Company, who being by me severally duly sworn, did say, each for himself, as follows: the said Wm. R. Beal, that he was the President of said company, and the said D. Hamilton, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 13th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he was Manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of The State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-Fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

<i>Assets.</i>	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the Department of Attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66
<i>Liabilities.</i>	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-Fact of The United States Fidelity and Guaranty Company, and that, according to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 13th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 13th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893.

And the said John A. Sullivan further said, that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886), ON THE THIRTIETH DAY OF JUNE, 1899.

The assets and liabilities of the company were:

<i>Assets.</i>	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	340,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
<i>Liabilities.</i>	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,904 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is assistant secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 13th day of December, A. D., 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with the Northern Union Gas Company is \$80,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of the Bronx, in the City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said city 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relighting, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column relighted, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and the New York and New Jersey Globe Gas Light Company (Limited), party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha gas lamps to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of The Bronx all of said improved naphtha gas-lamps and accessories used in said borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes and burners, cross heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity of the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and

Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamp-lighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year; provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required; the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of twenty-two dollars (\$22) per lamp, per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—No charge.

For each stand-pipe refitted, the sum of—No charge.

For each lamp-post removed, the sum of—No charge.

For each lamp-post reset, the sum of—No charge.

For each new lamp fitted up, the sum of—No charge.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus to light with gas his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that, in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also

that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act, and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

THE NEW YORK AND NEW JERSEY GLOBE GAS LIGHT CO. (Ltd.).
[SEAL.] By SAM'L H. HOEV, Treasurer.

Attest:
SAM'L H. HOEV, Treasurer.

Witness:
HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who, being by me duly sworn, did say, for himself, as follows: the said Samuel H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, the New York and New Jersey Globe Gas Light Company (Limited), American Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twelve thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden, The New York and New Jersey Globe Gas Light Company, (Limited), by an instrument in writing, under its corporate seal, duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The New York and New Jersey Globe Gas Light Company (Limited), its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the

said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE NEW YORK AND NEW JERSEY GLOBE GAS LIGHT COMPANY (LTD.)
[SEAL.] By SAM'L H. HOEV, Treasurer.

Attest:
SAM'L H. HOEV, Treasurer.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.

[SEAL.] By JOHN A. SULLIVAN, Vice-President.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY.
[SEAL.] By W. P. FLANDERS, Vice-President.

Attest:
HENRY J. SAGE, Assistant Secretary.

Signed and sealed in presence of
HENRY FRANK.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in The City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720 of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA
(INCORPORATED 1886), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks and bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86

Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,904 59
Miscellaneous liabilities.....	396,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the fifth day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, chapter 720 of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of the said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public No. 10, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT
THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61

Assets.		Market Value.
Baltimore City Stock Bonds, 3½ per cent., 1945.....		\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....		155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....		23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....		65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....		200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....		15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....		26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....		26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....		11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....		9,000 00
U. S. 4 per cent. Bonds, 1925.....		129,500 00
U. S. 2 per cent. Bonds, Ext.....		31,630 00
U. S. 3 per cent. Bonds, 1918.....		54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....		2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....		19,880 00
Ohio & Miss. Spg. Div. Bonds, 7 per cent., 1905.....		10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....		20,000 00
Anacostia & Potomac Ry., Washington, D. C., Bonds, 5 per cent., 1949.....		15,900 00
Outstanding premiums, less commissions.....		53,044 88
Bills receivable and premium notes.....		235 99
Interest accrued.....		37,605 47
Accounts receivable.....		19,460 37
Real estate.....		24,763 69
Furniture and fixtures.....		1 00
Mortgage loans.....		111,575 00
Call loans.....		446,224 16
Time loans.....		147,000 00
Cash in office and banks.....		76,788 37
Total.....		\$1,597,471 93

Liabilities.	
Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	541,278 61
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of the American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public (No. 10), Kings County.
Certificate filed in New York County.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who being by me duly sworn, did say, for himself, as follows: the said Samuel H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with The New York and New Jersey Globe Gas Light Company (Limited), is \$16,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of The Bronx, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places, in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty-candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column releaded, stating the price per post.

For each column refitted, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachments placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards, shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall

be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 included 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest shall be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal, and all contracts entered into in pursuance of said proposal, will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and the Yonkers Gas Light Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 687 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish illuminating gas to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of The Bronx, all of said illuminating gas and accessories used in said borough now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including the 31st day of December, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. **Lighting.**—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies; also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamp-lighters will not be permitted to climb the lamp-post for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. **Illuminating Material, Quality of.**—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty (20) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of sperm per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of sperm per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. **Burners.**—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. **Cleaning.**—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. **Repairing and Reglazing.**—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. **Repairing Lamp-posts.**—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. **Painting.**—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. **Removing Lamp-posts.**—All lamp-posts to be taken down which the Commissioner of Public Buildings Lighting and Supplies may require to be removed for any purpose.

9. **Cocks, Tubes and Burners.**—The cocks, tubes and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. **Fitting up New Lamps.**—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through

the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. **Lanterns.**—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. **Cross-heads and Lamp-irons.**—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. **Street Signs.**—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. **Cartages.**—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of twenty-eight (28) dollars per lamp, with burner consuming three cubic feet of gas per hour under a pressure of one inch.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining, and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of one dollar (\$1).

For each column releaded, the sum of one dollar (\$1).

For each column refitted, the sum of one dollar (\$1).

For each service-pipe refitted, the sum of three dollars and fifty cents (\$3.50).

For each stand-pipe refitted, the sum of two dollars (\$2).

For each lamp-post removed, the sum of one dollar and fifty cents (\$1.50).

For each lamp-post reset, the sum of eight dollars (\$8).

For each new lamp fitted up, the sum of eight dollars (\$8).

For furnishing illuminating gas (of not less than twenty (20) candle power), including service pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of one dollar and thirty-five cents (\$1.35).

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31, in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for this purpose aforesaid, and shall from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled and repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part, when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lamplighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus to light with gas his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliances used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that, in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part

and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that, if at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of the New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control, and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims, and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereunto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
THE YONKERS GAS LIGHT CO.,
By WM. W. SCRUGHAM, President.

[SEAL].
Attest:
JAS. D. MCINTYRE.
Witness:
HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, 1899, before me personally came William W. Scrugham, to me known and known to me to be the President of the Yonkers Gas Light Company, and James D. McIntyre, to me known and known to me to be the Secretary of the Yonkers Gas Light Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said William W. Scrugham that he was the President of said company, and the said James D. McIntyre that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The Yonkers Gas Light Company, United States Fidelity and Guaranty Company, and American Surety Company of New York, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twelve thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden, The Yonkers Gas Light Company, by an instrument in writing, under its corporate seal, duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the

illuminating material for and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The Yonkers Gas Light Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE YONKERS GAS LIGHT COMPANY,

By WM. W. SCRUGHAM, President.

[SEAL.] THE UNITED STATES FIDELITY AND GUARANTY COMPANY,

By SYLVESTER J. O'SULLIVAN, Manager.

Attest:

WYLLYS BENEDICT, Attorney-in-Fact.

[SEAL.] AMERICAN SURETY COMPANY OF NEW YORK,

By DAVID B. SICKELS, Vice-President.

W. E. KEYES, Secretary.

Attest:

JAS. D. MCINTYRE, Secretary.

Signed and sealed in presence of
HENRY FRANK.

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

On this 6th day of December, 1899, before me personally came Wm. W. Scrugham, to me known and known to me to be the President of the Yonkers Gas Light Company, and Jas. D. McIntyre, to me known and known to me to be the Secretary of the Yonkers Gas Light Company, who, being by me severally duly sworn, did say, each for himself, as follows: The said Wm. W. Scrugham, that he was the President of said company, and the said Jas. D. McIntyre that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 6th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-Fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30TH, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgages.....	37,275 10
Real estate.....	65,340 56
Advances on real estate, secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for the department of attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66

Liabilities.	
Capital Stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-Fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 6th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

State and County of New York, ss.:

On this 6th day of December, 1899, before me personally appeared David B. Sickels, Vice-President of the American Surety Company of New York, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of the American Surety Company of New York, the corporation described in and which executed the above instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by law. And the said David B. Sickels further said that he was acquainted with William E. Keyes, and knew him to be the Secretary of said corporation; that the signature of said William E. Keyes, subscribed to the said instrument, is in the genuine handwriting of the said William E. Keyes, and was thereto subscribed by the like order of the said Board of Directors, and in the presence of him, the said David B. Sickels, Vice-President.

WM. H. BISHOP, Notary Public, New York County.

At a regular quarterly meeting of the Board of Directors of the American Surety Company of New York, held on the 12th day of April, 1893, the following resolution was adopted:

"Resolved, That the President and Vice-Presidents be, and they hereby are, and each one of them is authorized and empowered to execute and deliver, and attach the seal of the company to any and all bonds and undertakings for, or on behalf of the company, in its business of guaranteeing the performance of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings by law allowed; such guarantee, bonds and undertakings, however, to be attested in every instance by the Secretary, one of the Assistant Secretaries, or one of the attorneys."

County of New York, ss.:

I, William E. Keyes, Secretary of the American Surety Company of New York, have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said company, and do certify that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the company, at the City of New York, this 6th day of December, 1899.

WM. E. KEYES, Secretary.

The estimated cost of the within contract with The Yonkers Gas Light Company is \$13,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of The Bronx, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 estimates must be verified by the oath, in writing, of the party making the same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 included 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interest of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by The Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The North River Electric Light and Power Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 578 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and

under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Thomson and Houston system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In the Borough of The Bronx all of the said electric lamps and accessories used in said Borough now ordered, or hereafter to be ordered by said commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc and incandescent electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that it, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of sperm-ceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above-mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments, properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then, in that case, each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that, in order that the party of the first part may have proper facilities for testing the candle power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbon used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before

starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens, in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts, shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Location of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches, and cut-out or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforementioned period, the sum of forty-five (45) cents for the lamps on each lamp-post for each night.

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand watts, the sum of twenty-one (21) cents.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that, in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys that may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding 30 minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon

the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to its employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of , and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Witness:

HENRY FRANK.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

NORTH RIVER ELECTRIC LIGHT AND POWER COMPANY.

EDWARD A. MAHER, JR., Treasurer.

[SEAL.]

Attest:

EDWARD A. MAHER, JR., Treasurer.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came Edward A. Maher, Jr., to me known and known to me to be the Treasurer of the North River Electric Light and Power Company, who, being by me duly sworn, did say, for himself, as follows: The said Edward A. Maher, Jr., that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, North River Electric Light and Power Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of seventy-seven thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden North River Electric Light and Power Company, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said North River Electric Light and Power Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

NORTH RIVER ELECTRIC LIGHT AND POWER COMPANY.

EDWARD A. MAHER, JR., Treasurer.

[SEAL.]

Attest:

EDWARD A. MAHER, JR., Treasurer.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

By SYLVESTER J. O'SULLIVAN, Manager.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY

OF PHILADELPHIA, No. 160 Broadway, New York.

[SEAL.]

JOHN A. SULLIVAN, Vice-President.

Attest:

P. H. MOONEY, Assistant Secretary.

Attest:

WYLLIS BENEDICT, Attorney-in-Fact.

Signed and sealed in the presence of

HENRY FRANK.

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

On this 29th day of December, 1899, before me personally came Edward A. Maher, Jr., to me known and known to me to be the Treasurer of the North River Electric Light and Power Company, who being by me duly sworn, did say, for himself, as follows: The said Edward A. Maher, Jr., that he was the Treasurer of said company, that he knew the corporate seal of said

company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being duly sworn, did depose and say, that he resided in The City of New York; that he was Manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllis Benedict, and knew him to be the Attorney-in-Fact of said Company; that the signature of the said Wyllis Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllis Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY, AT THE CLOSE OF BUSINESS, JUNE, 30TH, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured on mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance less commissions.....	100,779 02
Due for subscriptions for Department of Attorneys.....	15,535 98
Interest due and accrued.....	10,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllis Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, and that the financial condition of said company is as favorably now as it was when such statement was made.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in The City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886) ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	116,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,954 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 29th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with North River Electric Light and Power Company is \$150,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of The Bronx, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the state or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, not until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accepts, but does not execute the contract and give the proper security, it may be re-advertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder, per lamp, in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimates will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who as a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of The Bronx, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park Row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Pelham Electric Light and Power Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the Fort Wayne system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In the Borough of The Bronx, all of said electric lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps;

and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid, or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways, all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc and incandescent electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Inclosed Arc Lamps.—Each "inclosed arc" lamp furnished under this agreement is to be operated with not less than 425 watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Locations of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons, and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies, for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications, or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforesaid period, the sum of thirty cents (30c.) for the lamps on each post for each night; for each incandescent electric lamp, per year, the sum of, for each 16 candle power lamp per year the sum of sixteen dollars (\$16); for each 20 candle power lamp per year the sum of eighteen dollars (\$18); for each 25 candle power lamp per year the sum of twenty dollars (\$20).

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand watts, the sum of fifteen cents (15c.)

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding thirty minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then, and in that case, it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month, during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been

done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of The Bronx, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
PELHAM ELECTRIC LIGHT AND POWER COMPANY.
By JAS. A. SMITH, Treasurer.

[SEAL.]
Attest:
JOHN S. PAUL, Secretary.
Witness:
HENRY FRANK.

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

On this 23d day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of the City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 19th day of December, 1899, before me personally came James A. Smith, to me known and known to me to be the Treasurer of the Pelham Electric Light and Power Company, and John S. Paul, to me known and known to me to be the Secretary of the Pelham Electric Light and Power Company, who, being by me severally duly sworn, did say, each for himself, as follows: The said James A. Smith that he was the Treasurer of said company, and the said John S. Paul that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Pelham Electric Light and Power Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of twelve thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Pelham Electric Light and Power Company, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Pelham Electric Light and Power Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on it "part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

[SEAL.]
Attest:
JOHN S. PAUL, Secretary.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York,
JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.
THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

[SEAL.]
Attest:
WYLLYS BENEDICT, Attorney-in-fact.
Signed and sealed in presence of
HENRY FRANK.

[SEAL.]
Attest:
WYLLYS BENEDICT, Attorney-in-fact.
Signed and sealed in presence of
HENRY FRANK.

[SEAL.]
Attest:
WYLLYS BENEDICT, Attorney-in-fact.
Signed and sealed in presence of
HENRY FRANK.

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

On this 19th day of December, 1899, before me personally came James A. Smith, to me known and known to me to be the treasurer of the Pelham Electric Light and Power Company, and John S. Paul, to me known and known to me to be the secretary of The Pelham Electric Light and Power Company, who being by me severally duly sworn, did say, each for himself, as follows: The said James A. Smith that he was the treasurer of said company; and the said John S. Paul that he was the secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 19th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say: that he resided in the City of New York; that he was Manager of The United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the Attorney-in-Fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for Dept. of Attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66

Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the Attorney-in-Fact of The United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

Subscribed and sworn to before me this 19th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 19th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who, being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, (INCORPORATED 1886), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets:	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 49
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	349,751 50
Real estate, furniture and fixtures.....	520,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86

Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 60
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 19th day of December, A. D., 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with Pelham Electric Light and Power Company, \$20,000, chargeable to the appropriation for "Lamps and Lighting, boroughs of Manhattan and The Bronx," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
Resolved, That the Board of Public Improvements does hereby approve and authorize the following contracts dated May 22, 1899, submitted by the Commissioner of Public Buildings, Lighting and Supplies, for furnishing, operating and maintaining electric, gas, and other illuminant in the Borough of Brooklyn, City of New York, during the year 1899, as follows:

Electric Lighting.
Edison Electric Illuminating Co. of Brooklyn.
Lighting by Gas.
Welsbach Street Lighting Co. of America.
The New York and New Jersey Globe Gas Light Co. (Limited).
Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges and President of the Board.
Negative—None.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.
TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), also Furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Brooklyn, in The City of New York, for the Term of One Year.
Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City may be obliged to pay 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and placing the cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column releaded, stating the price per post.
- For each column refitted, stating the price per post.
- For each service-pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-feet gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 shall be returned to him.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Brooklyn then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The New York and New Jersey Globe Gas Light Company, Limited, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereto annexed, to furnish improved naphtha gas-lamps to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Brooklyn all of said improved naphtha gas lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamp-lighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and the stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for

testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets or lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes, to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names, are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications, or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of twenty-two dollars (\$22) per lamp per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, except the cost of illuminating materials for a period of one year, for the sum of
For each lamp-post straightened, the sum of—No charge.
For each column releaded, the sum of—No charge.
For each column refitted, the sum of—No charge.
For each service-pipe refitted, the sum of—No charge.
For each stand-pipe refitted, the sum of—No charge.
For each lamp-post removed, the sum of—No charge.
For each lamp-post reset, the sum of—No charge.
For each new lamp fitted up, the sum of—No charge.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power) including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening; also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufactory of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so

retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

THE NEW YORK & NEW JERSEY GLOBE GAS LIGHT CO., (LTD.).

[SEAL.]
Attest:
SAM'L H. HOEY, Treasurer.
Witness:
HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 1st day of December, 1897, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who, being by me duly sworn, did say, for himself, as follows: the said Samuel H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The New York and New Jersey Globe Gas Light Company (Limited), American Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The New York and New Jersey Globe Gas Light Company (Limited), by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The New York and New Jersey Globe Gas Light Company (Limited), its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner perform, fulfill, observe and keep the said contract and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE NEW YORK & NEW JERSEY GLOBE GAS LIGHT COMPANY (LTD.).

[SEAL.]
By SAM'L H. HOEY, Treasurer.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 BROADWAY, NEW YORK.

[SEAL.]
JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Asst. Secretary.
THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY
By W. P. FLANDERS, Vice-President.

Attest:
SAM'L H. HOEY, Treasurer.

Attest:
HENRY J. SAGE, Ass't Secy.
Signed and sealed in presence of
HENRY FRANK.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886) ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

<i>Assets.</i>	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59

Time loans upon collaterals.....	\$221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66

Total.....\$3,199,355 86

Liabilities.

Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50

Total.....\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company, on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of Henry J. Sage subscribed to the within instrument is the genuine handwriting of the said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public (No. 10), Kings County,
Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.

Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22

Total.....\$2,541,278 61

Assets.

	Market Value
Baltimore City Stock Bonds, 3½ per cent., 1945.....	\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
U. S. 4 per cent. Bonds, 1925.....	129,500 00
U. S. 2 per cent. Bonds, Ext.....	31,680 00
U. S. 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,880 00
Ohio & Miss. Spg. Div. Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia & Potomac Ry., Washington, D. C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding Premiums, less commissions.....	53,044 88
Bills Receivable and Premium Notes.....	235 99
Interest Accrued.....	37,605 47
Accounts Receivable.....	19,460 37
Real Estate.....	24,763 69
Furniture and Fixtures.....	1 00
Mortgage Loans.....	111,575 00
Call Loans.....	446,224 16
Time Loans.....	147,000 00
Cash in Office and Banks.....	76,788 37

Total.....\$1,597,471 93

Liabilities.

Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22

Total.....\$1,597,471 93

Total.....\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of The American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public (No. 10), Kings County.
Certificate filed in New York County.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who being by me duly sworn, did say, for himself, as follows: the said Samuel H. Hoey, that he was the Treasurer of said company, that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with the New York and New Jersey Globe Gas Light Company (Limited), is \$6,000, chargeable to the appropriation for "Lamps and Lighting, Borough of Brooklyn," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Brooklyn, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of two householders or free holders 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp posts, including straightening and relighting, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column relighted, stating the price per post.
- For each column refitted, stating the price per post.
- For each service-pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the city.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing

and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract shall be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Brooklyn then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Welsbach Street Lighting Company of America, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha Welsbach street lights to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Brooklyn, all of said improved naphtha Welsbach street lights and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the heretofore contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. And also, provided, that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb

the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions, at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than seventy (70) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Crossheads and Lamp-irons.—The crossheads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The crossheads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs are to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of thirty dollars (\$30) for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of forty-seven dollars (\$47) for each lamp with double burner; thirty dollars (\$30) for each lamp with single burner.

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of twenty-five dollars (\$25) for each lamp with double burner; eighteen dollars (\$18) for each lamp with single burner.

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each stand-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each lamp-post removed, the sum of—Gas company furnishing gas does this work.

For each lamp-post reset, the sum of—Gas company furnishing gas does this work.

For each new lamp fitted up, the sum of—Lamps erected without charge on posts furnished by city or gas companies.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, in any year, upon giving forty-eight hours written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no streets, avenue or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed, that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating materials as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and streets signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them, or any of them, and against and from all damages and costs to which they, or any of them, may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent-rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its parts and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and

accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of Chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn, and which the law requires shall be defrayed and answered unto by said city.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

Commissioner of Public Buildings, Lighting and Supplies.
WELSBACH STREET LIGHTING COMPANY OF AMERICA.
By ARTHUR E. SHAW, Vice-President.

[SEAL.]
Attest:
NATHAN Y. WORRALL, Secretary.
Witness:
HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: The said Arthur E. Shaw, that he was the Vice-President of said company, and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Welsbach Street Lighting Company of America, America Bonding and Trust Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-

Whereas, The above bounden Welsbach Street Lighting Company of America, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Welsbach Street Lighting Company of America, its successors, or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

WELSBACH STREET LIGHTING COMPANY OF AMERICA.
By ARTHUR E. SHAW, Vice-President.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.
JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.

[SEAL.]
Attest:
NATHAN Y. WORRALL, Secretary.
Signed and sealed in presence of
HENRY FRANK.

THE AMERICAN BONDING AND TRUSTING COMPANY OF BALTIMORE CITY.
By W. P. FLANDERS, Vice-President.
Attest:
HENRY J. SAGE, Assistant Secretary.

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

On this 4th day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company, and the said Nathan Y. Worrall, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks and bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	16,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of the said Henry J. Sage; and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public (10), Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.

Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61

Assets.

	Market Value.
Baltimore City Stock Bonds, 3½ per cent., 1945.....	\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	20,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 3 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	129,500 00
United States 2 per cent. Bonds, Ext.....	31,680 00
United States 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,860 00
Ohio & Miss., Spg. Div., Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bond, 5 per cent., 1910.....	20,000 00
Anacostia and Potomac Railway, Washington, D.C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding premiums, less commissions.....	53,044 88
Bills receivable and premium notes.....	235 99
Interest accrued.....	37,065 47
Accounts receivable.....	19,460 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	440,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37
Total.....	\$1,597,471 93

Liabilities.

Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for re-insurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of The American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement

of the financial condition of said company, as of June 30th, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public (10), Kings County.

Certificate filed in New York County.

The estimated cost of the within contract with Welsbach Street Lighting Company of America is \$1.00, chargeable to the appropriation for "Lamps and Lighting, Borough of Brooklyn," for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Brooklyn, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, shall be allowed to such bidders in which to erect lamp-posts, lamps and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building. The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter as security or otherwise upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Brooklyn then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Edison Electric Illuminating Company of Brooklyn, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents, and hereunto annexed, to furnish electric lamps and accessories of the direct and alternating system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: In all that portion of The City of New York known as the Borough of Brooklyn, all of said electric lamps and accessories used in said Borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps; and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid, or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS

1. Lamps.—The lamps furnished are to be of the kind known as arc and incandescent electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time of lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with the standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than 340 watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments, properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfill the specifications, and his determination shall be final and conclusive.

Each one-half arc, open arc lamp must consume not less than 180 watts across the arc.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 360 watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps.

The inner globes are to be of opaline or alabastine glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided that in order that the party of the first part may have proper facilities for testing the candle-power of the lamps, the party of the second part will, at its own expense, extend a conductor or wire from a street lamp circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons such as are used for lighting the streets under this agreement; and the party of the second part will also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies, furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. **Lamp-posts, etc.**—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. **Carbons.**—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. **Globes.**—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. **Screens for Lamps on Water-front.**—Such lamps on or near the water-fronts as may be required shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. **Cleaning.**—Dirt and carbon dust must be removed from the globes and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. **Painting.**—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. **Repairing Lamp-posts.**—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. **Safety Apparatus.**—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. **Lamp and Wire Supports.**—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining the lamp-posts, shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. **Locations of Lamps.**—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. **Apparatus.**—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes substituted therefor.

16. **Drawings, Models and Samples.**—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the city. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. **Claims for Infringement of Patent.**—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos, or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. **Whenever in these specifications, or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.**

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the aforesaid period, the sum of thirty-four (34) cents for each 1,200 c. p. light, and seventeen (17) cents for each 600 c. p. light, for 3,800 more lights; for any less number of lights, thirty-five (35) cents for each 1,200 c. p. light, and eighteen (18) cents for each 600 c. p. light, for the lamps on each lamp-post for each night.

For furnishing electric current, including service pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand watts, the sum of sixteen and one half (16½) cents per hour of current furnished.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and the gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agree-

ment; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding thirty minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on or after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing, the said commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or shall have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of said moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of the City of New York be precluded or stopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims, and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Brooklyn, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

EDISON ELECTRIC ILLUMINATING CO. OF BROOKLYN.

By BERNARD GALLAGHER, President.

[SEAL.]

Attest:

W. W. FREEMAN, Secretary.

Witness:

HENRY FRANK.

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

On this 30th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 29th day of December, 1899, before me personally came Bernard Gallagher, to me known and known to me to be the President of the Edison Electric Illuminating Company of Brooklyn, and W. W. Freeman, to me known and known to me to be the Secretary of the Edison Electric Illuminating Company of Brooklyn, who, being by me severally duly sworn, did say, each for himself, as follows: the said Bernard Gallagher, that he was the President of said company, and the said W. W. Freeman, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Edison Electric Illuminating Company of Brooklyn, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of one hundred and fifty thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Scaled with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Edison Electric Illuminating Company of Brooklyn, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish,

operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Edison Electric Illuminating Company of Brooklyn, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

[SEAL.] EDISON ELECTRIC ILLUMINATING COMPANY OF BROOKLYN.
By BERNARD GALLAGHER, President.

[SEAL.] THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, Manager.

[SEAL.] THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY,
OF PHILADELPHIA, No. 160 Broadway, New York.

[SEAL.] JOHN A. SULLIVAN, Vice-President.
P. H. MOONEY, Assistant Secretary.

Attest :
W. W. FREEMAN, Secretary.

Attest :
WYLLYS BENEDICT, Attorney-in-Fact.

Signed and sealed in presence of
HENRY FRANK.

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

On this 29th day of December, 1899, before me personally came Bernard Gallagher, to me known and known to me to be the President of the Edison Electric Illuminating Company of Brooklyn, and W. W. Freeman, to me known and known to me to be the Secretary of the Edison Electric Illuminating Company, of Brooklyn, who being by me severally duly sworn, did say, each for himself, as follows: the said Bernard Gallagher, that he was the President of said company, and the said W. W. Freeman, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 29th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he was manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York, for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance, less commissions.....	100,779 02
Due for subscriptions for dept. of attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66
Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	541,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of The United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 29th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 29th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to be known, who being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROUKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were :

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 29th day of December, A. D. 1899.

ANDREW O'ROUKE, Notary Public (46), New York County.

The estimated cost of the within contract with Edison Electric Illuminating Company of Brooklyn, is \$350,000, chargeable to the appropriation for "Lamps and Lighting, Borough of Brooklyn," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

Resolved, That the Board of Public Improvements does hereby approve and authorize the following contracts, dated May 22, 1899, submitted by the Commissioner of Public Buildings, Lighting and Supplies, for furnishing, operating and maintaining electric, gas and other illuminant in the Borough of Queens, City of New York, during the year 1899, as follows :

Electric Lighting.

The Jamaica Electric Light Company.

Lighting by Gas.

Welsbach Street Lighting Company of America.

The New York and New Jersey Globe Gas Light Co. (Limited).

Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of the Borough of Queens and President of the Board.

Negative—None.

The contracts referred to are as follows :

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS-LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Queens, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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 they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle-power of the gas they propose to furnish when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column releaded, stating the price per post.

For each column refitted, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the state or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be advertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party or the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Queens, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Queens.

Blank forms of estimates, and the proper envelopes in which to enclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The New York and New Jersey Globe Gas Light Co., (Limited) party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed to furnish improved naphtha gas lamps to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Queens, all of said improved naphtha gas lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner, during the term of this contract, to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes and conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies, authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payments be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy, or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulation of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle coal gas, above described, consumed by the 3-foot gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All check or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the city. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes, and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the city, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of twenty-two dollars (\$22) per lamp, per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—No charge.

For each stand-pipe refitted, the sum of—No charge.

For each lamp-post removed, the sum of—No charge.

For each lamp post reset, the sum of—No charge.

For each new lamp fitted up, the sum of—No charge.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part, at his own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed, that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent

and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month from the month of February, 1899, to the month of January, 1900, both months inclusive, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance and completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the Contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Queens, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

THE NEW YORK AND NEW JERSEY GLOBE GAS LIGHT CO. (LTD.).
[SEAL.] By SAM'L H. HOEY, Treasurer.

Attest:
SAM'L H. HOEY, Treasurer.

Witness:
HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 1st day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who, being by me duly sworn, did say, for himself, as follows: The said Samuel H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The New York and New Jersey Globe Gas Light Company (Limited), American Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The New York and New Jersey Globe Gas Light Company (Limited), by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The New York and New Jersey Globe Gas Light Co. (Limited), its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said

contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE NEW YORK AND NEW JERSEY GLOBE GAS LIGHT CO. (LTD.),
[SEAL.] By SAM'L H. HOEY, Treasurer.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York,
[SEAL.] By JNO. A. SULLIVAN, Vice-President,
P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY,
By W. P. FLANDERS, Vice-President.

Attest:
SAM'L H. HOEY, Treasurer.

Attest:
HENRY J. SAGE, Assistant Secretary.

Signed and sealed in presence of
HENRY FRANK.

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

On this 1st day of December, 1899, before me personally came Sam'l H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who being by me duly sworn, did say, for himself, as follows: the said Sam'l H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in The City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA
(INCORPORATED 1896) ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE
CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61
Assets.	
Baltimore City Stock Bonds, 3½ per cent., 1945.....	Market Value. \$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	129,500 00
United States 2 per cent. Bonds, ext.....	31,660 00
United States 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,880 00
Ohio & Miss. Spg. Div. Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia & Potomac River, Washington, D. C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding premiums, less commissions.....	53,044 88
Bills receivable and premium notes.....	235 99
Interest accrued.....	37,665 47

Market Value.	
Accounts receivable.....	\$19,460 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37
Total.....	\$1,597,471 93

Liabilities.	
Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of the American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public (No. 10), Kings County.

Certificate filed in New York County.

The estimated cost of the within contract with the New York & New Jersey Globe Gas Light Co. (Limited), is \$1, chargeable to the appropriation for "Lamps and Lighting, Borough of Queens," for the year 1899.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for Furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Queens, in The City of New York, for the term of One Year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also, with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, and 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture) or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and relining, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column relined, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be

\$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000 but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contracts will include all lights of a given kind used by the City in said Borough of Queens, then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Queens.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Welsbach Street Lighting Company of America, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement.

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha Welsbach street lights to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Queens all of said improved naphtha Welsbach street lights and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract, to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues, and public places within the limits aforesaid or adjacent thereto, and will relight the gas lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided, the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part for the time so allowed, nor until the same shall have been connected with the mains or

conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than seventy (70) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of sperm per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of sperm per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle coal gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps, and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe-lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners.—The cocks, tubes and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, and stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new

lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and position in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Carriages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications, or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforementioned period of one year, the sum of thirty dollars (\$30) for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of thirty dollars (\$30) for each lamp with single burner, forty-seven dollars (\$47) for each lamp with double burner.

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of eighteen dollars (\$18) for each lamp with single burner, twenty-five dollars (\$25) for each lamp with double burner.

For each lamp-post straightened, the sum of—No charge.

For each column released, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each stand-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each lamp-post removed, the sum of—Gas company furnishing gas does this work.

For each lamp-post reset, the sum of—Gas company furnishing gas does this work.

For each new lamp fitted up, the sum of—Lamps erected without charge on posts furnished by city or gas company for furnishing illuminating gas (of not less than (Insert Illuminating power) candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provision of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, in any year, upon giving forty-eight hours' written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intentions to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its

sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract it the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on and after the first day of each and every month during the term of this contract the party of the second part shall furnish proof to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisition above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties thereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies, before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the engineer, inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Queens, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its Vice-President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

WELSBACH STREET LIGHTING COMPANY OF AMERICA.

By ARTHUR E. SHAW, Vice-President.

[SEAL.]

Attest:

NATHAN Y. WORRALL, Secretary.

Witness:

HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this fourth day of December 1899, before me personally came Arthur E. Shaw, to me known and known to me to be Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company; and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Welsbach Street Lighting Company of America, America Bonding and Trust Company of Baltimore City, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounded Welsbach Street Lighting Company of America, by an instrument in writing, under its corporate seal duly attested, bearing even date with these

presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Welsbach Street Lighting Company of America, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

WELSBACH STREET LIGHTING COMPANY OF AMERICA.

By ARTHUR E. SHAW, Vice-President.

Attest:
NATHAN Y. WORRALL, Secretary.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, No. 160 Broadway, New York.

By JOHN A. SULLIVAN, Vice-President.

P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY.

By W. P. FLANDERS, Vice-President.

Attest:
HENRY J. SAGE, Assistant Secretary.

Signed and sealed in the presence of
HENRY FRANK.

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

On this fourth day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: The said Arthur E. Shaw, that he was the Vice-President of said company, and the said Nathan Y. Worrall, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, (INCORPORATED 1896), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me, this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders to me known, who, being by me duly sworn, did depose and say, that he resided in The City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720, of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.

Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	\$2,541,278 61

Assets.

	Market Value.
Baltimore City Stock Bonds, 3½ per cent., 1945.....	\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	29,500 00
United States 2 per cent. Bonds, Ext.....	31,680 00
United States 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,880 00

	Market Value.
Ohio & Mississippi, Springfield Division, Bonds, 7 per cent., 1905.....	\$10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia & Potomac River, Washington, D. C., Bonds, 5 per cent., 1949.....	15,000 00
Outstanding Premiums, less commissions.....	53,044 88
Bills Receivable and Premium Notes.....	235 99
Interest accrued.....	37,665 47
Accounts Receivable.....	19,460 37
Real Estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37

Total..... \$1,597,471 93

Liabilities.

Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agent's credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
Total.....	541,278 61

Total..... \$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, that the foregoing is a true and correct statement of the financial condition of said company as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public, No. 10, Kings County.

Certificate filed in New York County.

The estimated cost of the within contract with Welsbach Street Lighting Company of America is \$1, chargeable to the appropriation for "Lamps and Lighting, Borough of Queens," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR FURNISHING, OPERATING AND MAINTAINING ELECTRIC LAMPS.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing, Operating and Maintaining Electric Lamps for the term of one year, for Lighting the Streets, Public Buildings and Parks of the Borough of Queens, in The City of New York.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed "Estimate for furnishing, operating and maintaining electric lamps"; and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same 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 estimate shall be accompanied by the consent, in writing, of a surety company or 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said city 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Bidders must state the kind or system of light they propose to furnish.

Bidders are required to state the price per night for each lamp at which they propose to furnish, operate and maintain a light in accordance with the requirements of the specifications and for the term of one year. The Commissioner reserves the right to designate the location and number of lights to be furnished.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

Bidders are required to state the number and locations of the central stations at which the electric current is to be generated, and what provision, if any, will be made against the accidental extinction of the lights on account of damage to the central station by fire or other cause.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money 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 included 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 person 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.

Also further provided that in case a contract for lighting any street, part of street, park or public place or public building shall be awarded to any company, corporation or individual, where said company is not fully prepared to furnish the service, thirty days from the execution of the contract, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidders in which to erect lamp-posts, lamps, and establish connecting wires thereto, or for placing conductors in subways and connecting lamps therewith.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been established in complete working order, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

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

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved, when an estimate is made containing bids for lamps in one or more streets, avenues, parks or places or public buildings, to accept from such estimate or bid so much thereof as may be the lowest per lamp in any one or more of such streets, avenues, parks or places or public buildings, and to reject the remainder of such estimate or bid which may not be the lowest as aforesaid. The right is also reserved to determine what streets or parts of streets and public places or public buildings shall be lighted by electric lights. The contract for lamps in any particular street, avenue, park or place or public building, will be awarded, if awarded, to the lowest bidder per lamp in such particular street, avenue, park or place or public building.

The right is also reserved to regulate the number of lamps which may be erected and their location and disposition, in order to best illuminate the streets, public buildings and parks for the lighting of which bids may be received. The right is also reserved to decline all estimates if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as security or otherwise, upon any obligation to The City of New York.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Queens, then ordered or thereafter to be ordered by said Commissioner, during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements after submission to it of the proposed contract, shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Queens.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this twenty-second day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The Jamaica Electric Light Company, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, That the said party of the second part hereto has agreed, and by these presents does agree, with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish electric lamps and accessories of the regular arc system, and to operate and maintain the lamps in the portions of The City of New York described as follows, to wit: in all that portion of The City of New York known as the Borough of Queens, all of said electric lamps and accessories used in said borough now ordered and hereafter to be ordered by said Commissioner during the term of this contract, to and including 31st day of December, 1899. And during the same period to repair and paint the lamp-posts, hoods and supports of such lamps, and to clean and properly attend such lamps, and to fit up, operate and maintain such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, attend, and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of Laws of 1897, the said party of the second part will, upon being required so to do by the said parties of the first part, extend their conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid, or adjacent thereto, free of cost to the City.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions, and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that if the estimate or bid of the party hereto of the second part includes any streets or parts of streets, parks or public places in which said party does not now maintain electric lamps for public lighting, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to establish conducting wires and erect lamp-posts and lamps, and to put conductors in subways; all of which shall be done by the party of the second part without expense to the City.

E. No payment will be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith, and his certificate shall be a condition precedent to the right of the party of the second part to receive any money.

SPECIFICATIONS.

1. Lamps.—The lamps furnished are to be of the kind known as arc electric lamps.

2. Lighting.—The lamps are to be operated continuously each and every night during the continuance of this contract. They are to be started thirty minutes after sunset and kept in operation until thirty minutes before sunrise, the time for lighting and extinguishing to be determined by tables to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time table shall aggregate a total of 3,950 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours, during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3,950 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps and to require such changes as may be found expedient in the location of any lamp or lamps awarded to be lighted by the party of the second part under this contract, and the cost of such changes shall be borne by the party of the second part.

3. Luminous Intensity.—Each arc lamp or pair of twin arc lamps must give a light equivalent to that of not less than one thousand standard sperm candles, weighing one-sixth of a pound each, and burning, as near as possible, at the rate of one hundred and twenty grains of spermaceti per hour.

The Commissioner of Public Buildings, Lighting and Supplies shall determine whether the light as above mentioned is of the said quality and intensity, and his determination shall be final and conclusive.

Measurement of the electric arc lamp shall be made by comparison with a standard gas, oil or other lamp of at least twenty candle power, using the improved Bunsen photometer. The candle power of the standard lamp shall be determined by direct comparison with standard candles. The electric lamp shall be measured in a direction making an angle of 40 degrees with and below the horizontal plane, the axis of the carbons being vertical with the positive carbon uppermost. After each observation the electric lamp shall be revolved 90 degrees about its vertical axis, in one direction only, and the mean of ten such observations shall be taken in determining the candle power. The measurements shall be made with the globe removed from the lamp and with the light of the "arc" unobstructed. From time to time measurements shall also be made with approved apparatus to determine the actual luminous intensity of the lamps in regular service.

All lamps to be furnished and operated under this contract are expressly required to give a steady and uniform light without undue flickering or hissing.

Each open arc lamp or pair of twin arc lamps must be operated at not less than four hundred and twenty-five Watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, using approved instruments properly tested and calibrated. An expert, to be designated by the Commissioner of Public Buildings, Lighting and Supplies, shall determine whether the lights are in accordance with and fulfil the specifications, and his determination shall be final and conclusive.

Enclosed Arc Lamps.—Each "enclosed arc" lamp furnished under this agreement is to be operated with not less than 425 watts in the arc, to be determined by electrical measurements of the current and difference of potential between the carbons, as in the case of open arc lamps. The inner globes are to be of opaline or alabaster glass, and the outer globes are to be of clear glass, unless otherwise specified. The inner and outer globes are to be cleaned or renewed at intervals sufficiently frequent to prevent any considerable loss of light due to blackening or accumulation of dirt or carbon dust.

Incandescent Electric Lights.—In case any of the lamps to be lighted under this agreement shall be incandescent electric lamps, then in that case each of such lamps shall give a light of not less than sixteen standard sperm candles, and the cost of same shall include the fitting up, supply of current, lighting and maintenance.

It is also provided, that in order that the party of the first part may have proper facilities for testing the candle power of the lamps, the party of the second part will, at its own expense extend a conductor or wire from a street lamp, circuit or street mains into a building on or near the line of such circuit or street mains to be designated by the Commissioner of Public Buildings, Lighting and Supplies, and will also furnish, erect and attend for such testing, lamps and carbons will as are used for lighting the streets under this agreement; and the party of the second part, such also, when so directed by the Commissioner of Public Buildings, Lighting and Supplies furnish, erect and attend lamps and carbons for such tests at the central station or stations of the party of the second part, offering all proper and necessary facilities for such tests.

4. Lamp-posts, etc.—The lamp-posts, poles and conductors shall be in accordance with the plans prescribed in the rules and regulations of the Department of Public Buildings, Lighting and Supplies. The party of the first part shall have the right at any time to place signs designating the names of streets on the lamp-posts situated on the street corners of any street to be lighted under this contract.

5. Carbons.—The carbons used in the lamps must be of the best quality and of the size best adapted to the current used.

6. Globes.—The globes of the lamps will be of clear glass, unless otherwise specified, and they must be of uniform thickness and proper shape to avoid casting rings or streaks of light and shadow. All globes that may become broken must be replaced by sound ones each day before starting the lights. The clear globes used must not absorb or obstruct more than ten per cent. of the light of the lamp. The party of the first part shall have the right to require that globes partly clear and partly ground shall be used where deemed necessary.

7. Screens for Lamps on Water-front.—Such lamps on or near the water-fronts as may be required, shall be provided with screens in accordance with plans to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, for the purpose of preventing the lights from interfering with navigation.

8. Cleaning.—Dirt and carbon dust must be removed from the globes, and the globes thoroughly cleaned inside and outside each day before starting the light. Ladders must not be left suspended on the lamp-posts.

9. Painting.—All poles, hoods, screens and lamp supports must be painted two coats of paint in such colors as may be directed, and such painting shall be done before the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when the painting is to be commenced. All new lamp-posts, poles and hoods to be used for the lighting of any additional lamps under this contract shall be painted within thirty days after the same shall have been erected.

10. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be straightened or set plumb, or that any lamp-post or posts or other fixtures be painted or be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Commissioner shall notify said party of the second part of such requirement.

12. Safety Apparatus.—All switches, cut-outs, and other apparatus which may be required by the Commissioner of Public Buildings, Lighting and Supplies to prevent fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, will be furnished and applied by the party of the second part at its own cost and expense.

13. Lamp and Wire Supports.—All the requirements of these specifications concerning the erecting, painting, repairing, removing and maintaining of lamp-posts, shall also apply to any other form of lamp support that may be adopted, as well as to poles, brackets or other supports that may be erected for the conducting wires.

14. Location of Lamps.—The position, height above the pavement, and number of lamps for any particular locality, shall conform to such regulations as may be made by the Commissioner of Public Buildings, Lighting and Supplies.

15. Apparatus.—The lamp-posts, poles, conductors, lamps, globes, carbons and each and every other article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the party of the second part at its own cost and expense; and the lamps, wires, and other conductors shall be thoroughly insulated and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons, and The City of New York shall not be held responsible for any injury or accident which may be occasioned by the conductors or electric current. And in case clear or plain glass globes should be used on the lamps, and such globes should be deemed objectionable, then the Commissioner of Public Buildings, Lighting and Supplies shall have the right to direct that such clear globes be removed and ground glass or opal globes be substituted therefor.

16. Drawings, Models and Samples.—The party of the second part shall furnish such drawings or cuts as may be required by the Commissioner of Public Buildings, Lighting and Supplies to show clearly the form and dimensions of poles, lamps, hoods or other apparatus supplied under the terms of this contract; and the party of the second part shall also submit to the Commissioner of Public Buildings, Lighting and Supplies for examination and test, such samples or models of carbons, insulators, globes, conductors, switches and cut-outs or safety devices as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the party of the second part to disclose any secret device or process which would thereby become known and public to the disadvantage of the party of the second part.

17. Claims for Infringement of Patent.—The party of the second part shall indemnify and hold harmless the party of the first part against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamps, dynamos or any other article, apparatus or process which may be used in operating or maintaining the lamps under this agreement.

18. Whenever in these specifications, or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part of this agreement.

G. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing and erecting the aforesaid electric lamps, together with all poles, supports, conductors, insulators and appliances of every kind, and for operating, maintaining, painting, cleaning and attending the same for the afore-mentioned period, the sum of twenty-seven and four-tenths (27.4) cents for the lamp or lamps on each lamp-post per night; and for each incandescent electric lamp, per year, the sum of twenty dollars and four-tenths cents (\$20.00 4/10).

For furnishing electric current, including service-pipes from the mains of the bidder to the building, and a proper meter for measuring the electric current, for the term of one year, for each public building, office, etc., per one thousand Watts, the sum of fifteen (15) cents.

I. And it is further agreed that in case the said party of the second part shall be unable at any time during the continuance of this contract to light any of the lamps specified in this agreement, then the said party of the second part shall give immediate notice to the Commissioner of Public Buildings, Lighting and Supplies of its inability to light such lamps, stating the streets in

which the lighting of the lamps cannot be done and the cause thereof. And it is further agreed that in case the lighting of any of the electric lamps should be suspended or discontinued, and gas lamps should be relighted in consequence of such suspension or discontinuance, then the electric lamps which may have been suspended or discontinued shall not be relighted except an order for such relighting shall have been given to the party of the second part by the Commissioner of Public Buildings, Lighting and Supplies.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions, of every name and description, brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

K. And it is further agreed that for each and every electric lamp which shall be extinguished or not lighted during a portion of the night exceeding thirty minutes consecutively, the party of the first part shall deduct from the bills of the party of the second part the full amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted during the whole night; and for each and every electric lamp which shall be extinguished or not lighted the whole night, the party of the first part shall deduct twice the amount which the party of the second part would be entitled to receive if such lamp or lamps had been lighted the whole night. Which deductions are hereby agreed upon, fixed and determined as the liquidated damages which the party of the first part will suffer by reason of such lamps being extinguished as aforesaid, and not by way of penalty.

L. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

M. And it is further agreed that on and after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has operated and maintained the lamps at the candle power hereinbefore specified, and that all the lamps have been kept clean and properly attended during all the time that the lamps were required to be kept lighted. Upon so doing the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

N. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the person aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees.

O. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Queens, and which the law requires shall be defrayed and answered unto by said City.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.
THE JAMAICA ELECTRIC LIGHT COMPANY.
By W. H. JOHNSON, President.

[SEAL.]
Attest:
W. H. JOHNSON, Secretary.
Witness:
HENRY FRANK.

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

On this 18th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of

The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this 8th day of December, 1899, before me personally came W. H. Johnson, to me known and known to me to be the President of the Jamaica Electric Light Company, and W. H. Johnson, to me known and known to me to be the Secretary of the Jamaica Electric Light Company, who, being by me severally duly sworn, did say, each for himself, as follows: the said W. H. Johnson, that he was the President of said company, and the said W. H. Johnson, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, the Jamaica Electric Light Company, United States Fidelity and Guaranty Company, and City Trust, Safe Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety.

Whereas, The above bounden Jamaica Electric Light Company by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereto annexed, has contracted with the said City of New York to furnish, operate and maintain electric lamps, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Jamaica Electric Light Company, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE JAMAICA ELECTRIC LIGHT COMPANY.

By W. H. JOHNSON, President.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

By SYLVESTER J. O'SULLIVAN, Manager.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY

OF PHILADELPHIA, No. 160 Broadway, New York.

STEPHEN FARRELY, Vice-President.

P. H. MOONEY, Assistant Secretary.

Attest:
WYLLYS BENEDICT, Attorney-in-Fact.

Attest:
W. H. JOHNSON.

Signed and sealed in presence of
HENRY FRANK.

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

On this eighth day of December, 1899, before me personally came W. H. Johnson, to me known, and known to me to be the president of the Jamaica Electric Light Company, and W. H. Johnson, to me known and known to me to be the secretary of the Jamaica Electric Light Company, who being by me severally duly sworn, did say, each for himself, as follows: the said W. H. Johnson, that he was the president of said company, and the said W. H. Johnson that he was the secretary of said company; that he knew the corporate seal of said company, that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 9th day of December, in the year 1899, before me personally came Sylvester J. O'Sullivan, to me known, who being by me duly sworn, did depose and say, that he resided in the City of New York; that he was manager of The United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with Wyllys Benedict, and knew him to be the attorney-in-fact of said company; that the signature of the said Wyllys Benedict, subscribed to the foregoing instrument, was in the genuine handwriting of said Wyllys Benedict, and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Sylvester J. O'Sullivan.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

STATEMENT OF THE UNITED STATES FIDELITY AND GUARANTY COMPANY AT THE CLOSE OF BUSINESS, JUNE 30, A. D. 1899.

Assets.	
Stocks and bonds (market value).....	\$1,178,917 08
Loans secured by collateral.....	338,681 25
Cash on hand and in banks.....	311,450 90
Loans secured by mortgage.....	37,275 10
Real estate.....	65,346 66
Advances on real estate secured by deeds.....	21,249 83
Furniture and fixtures.....	100 00
Agents' balance less commissions.....	100,779 02
Due for subscriptions for department of attorneys.....	15,535 98
Interest due and accrued.....	16,257 84
Total.....	\$2,085,593 66

Liabilities.	
Capital stock paid in cash.....	\$1,500,000 00
Cash collateral deposit.....	43,902 93
Surplus and reserve.....	\$41,690 73
Total.....	\$2,085,593 66

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

Wyllys Benedict, being duly sworn, says that he is the attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of June 30th, 1899, and that the financial condition of said company is as favorable now as it was when such statement was made.

WYLLYS BENEDICT.

Subscribed and sworn to before me this 9th day of December, 1899.

JOSEPH J. DOHERTY, Commissioner of Deeds, New York City.

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

On this 9th day of December, A. D. 1899, before me personally appeared Stephen Farrelly, to me known, who being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the vice-president of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said Stephen Farrelly further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said Stephen Farrelly, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA
(INCORPORATED 1896), ON THE 31ST DAY OF DECEMBER, 1898.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$66,585 63
Cash in banks.....	353,607 76
Call loans upon collaterals.....	1,050,801 58
Time loans upon collaterals.....	388,235 22
Loans upon bonds and mortgages.....	121,800 00
Investment securities owned, stocks, bonds, etc.....	298,577 50
Real estate, furniture and fixtures.....	524,823 89
Miscellaneous assets.....	102,255 25
Total.....	\$2,912,686 83
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	112,053 59
Undivided profits.....	59,344 09
Deposits.....	2,072,614 15
Miscellaneous liabilities.....	18,675 00
Total.....	\$2,912,686 83

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 9th day of December, A. D., 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with The Jamaica Electric Light Company is \$30,000, chargeable to the appropriation for "Lamps and Lighting, Borough of Queens," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

Resolved, That the Board of Public Improvements does hereby approve and authorize the following contracts, dated May 22, 1899, submitted by the Commissioner of Public Buildings, Lighting and Supplies, for furnishing, operating and maintaining electric, gas and other illuminant in the Borough of Richmond, City of New York, during the year 1899, as follows:

Lighting by Gas.

Welsbach Street Lighting Company of America.

The New York and New Jersey Globe Gas Light Company (Limited).

Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of Borough of Richmond and President of the Board.

Negative—None.

The contracts referred to are as follows:

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing, and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Richmond, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P.M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same, 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 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 or persons making the bid or estimate they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion, and that which the said City 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety, and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture), or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle-power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforementioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp posts, including straightening and releading, and for each new lamp fitted up, as follows:

For each lamp-post straightened, stating the price per post.

For each column releaded, stating the price per post.

For each column refitted, stating the price per post.

For each service-pipe refitted, stating the price per post.

For each stand-pipe refitted, stating the price per post.

For each lamp-post removed, stating the price per post.

For each lamp-post reset, stating the price per post.

For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made, in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upward shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000 but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements, by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Richmond then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding or of any force unless, preliminary to the execution of the contract, the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Richmond.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1071, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and The New York and New Jersey Globe Gas Light Co. (Limited), party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement;

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents, and hereunto annexed, to furnish improved naphtha gas lamps to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: Tottenville, Pleasant Plains, New Dorp, and any other districts, you may direct, in The Borough of Richmond. In The Borough of Richmond all of said improved naphtha, gas lamps and accessories used in said borough, now ordered or hereafter to be ordered by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said city, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the party of the second part which are now suspended, or may hereafter be suspended, on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that, if in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty-five (25) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of sperm per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of sperm per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty-candle coal-gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned both on the inside and outside of the lantern, and all dust and dirt shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp-irons, brackets and lanterns used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns, care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners.—The cocks, tubes, and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required, by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless, as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

II. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, and lanterns thereto, for the aforesaid period of one year, the sum of twenty-two dollars (\$22) per lamp, per year.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of

For furnishing, maintaining and putting in place all the above mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—No charge.

For each stand-pipe refitted, the sum of—No charge.

For each lamp-post removed, the sum of—No charge.

For each lamp-post reset, the sum of—No charge.

For each new lamp fitted up, the sum of—No charge.

For furnishing illuminating gas (of not less than (Insert illuminating power) candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed, that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1, 1899, and December 31, 1899, upon giving forty-eight hours written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the said pipe or conductors, shall be made and done by said party of the second part at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating the location of each and every opening made in the pavements during the preceding week. And no street, avenue or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided, that nothing herein contained shall be construed or deemed as granting to the said party of the second part, any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part, to any other company, persons, or parties whatsoever or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further

agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof, to the satisfaction of the Comptroller, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto, that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent, or appointee of said Department of Public Buildings, Lighting and Supplies or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or persons under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Richmond, and which the law requires shall be defrayed and answered unto by said city.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.

THE NEW YORK AND NEW JERSEY GLOBE GAS LIGHT COMPANY (LTD.).

[SEAL.]

Attest:

SAMUEL H. HOEY, Treasurer.

Witness:

HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this first day of December, 1899, before me personally came Samuel H. Hoey, to me known and known to me to be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who, being by me severally duly sworn, did say, for himself, as follows: The said Samuel H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, The New York and New Jersey Globe Gas Light Company (Limited), American Bonding and Trust Company of Baltimore City, and City Trust, Safe

Deposit and Surety Company of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden The New York and New Jersey Globe Gas Light Company (Limited), by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said The New York and New Jersey Globe Gas Light Co. (Limited), its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

THE NEW YORK & NEW JERSEY GLOBE GAS LIGHT CO. (LTD.).

[SEAL.]

By SAM'L H. HOEY, Treasurer.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, No. 160 Broadway, New York.

[SEAL.]

By JNO. A. SULLIVAN, Vice-President.

[SEAL.]

THE AMERICAN BONDING & TRUST COMPANY OF BALTIMORE CITY.
By W. P. FLANDERS, Vice-President.

Attest:

SAM'L H. HOEY, Treasurer.

Attest:

P. H. MOONEY, Assistant Secretary.

Attest:

HENRY J. SAGE, Assistant Secretary.

Signed and sealed in presence of

HENRY FRANK.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who being by me duly sworn, did depose and say: that he resided in the City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by Section 3, Chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney, subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said Board of Directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA (INCORPORATED 1886), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 53
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Re-insurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of the City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

(Signed) P. H. MOONEY.

Sworn to and subscribed before me, this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he is the Vice-President of The American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided in section 3 of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors, in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	399,823 22
Total.....	\$2,541,278 61

Assets.		Market Value.
Baltimore City Stock Bonds, 3½ per cent., 1945.....		\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....		155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....		23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....		65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....		200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....		15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....		26,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....		26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....		11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....		9,000 00
U. S. 4 per cent. Bonds, 1925.....		29,500 00
U. S. 2 per cent. Bonds, Ext.....		31,680 00
U. S. 3 per cent. Bonds, 1918.....		54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....		2,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....		19,880 00
Ohio & Miss., Spg. Div., Bonds, 7 per cent., 1905.....		10,500 00

	Market Value.
Randolph-Macon College Bonds, 5 per cent., 1910.....	\$20,000 00
Anacostia & Potomac River, Washington, D. C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding Premiums, less commissions.....	53,044 88
Bills Receivable and Premium Notes.....	235 99
Interest accrued.....	37,605 47
Accounts receivable.....	19,400 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37

Total..... \$1,597,471 93

Liabilities.

Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22

Total..... \$1,597,471 93

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

William P. Flanders, being duly sworn, says that he is the Vice-President of The American Bonding and Trust Company, of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

(Signed) W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public (No. 10), Kings County.
Certificate filed in New York County.

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

On this 1st day of December, 1899, before me personally came Sam'l H. Hoey, to me known and known to me be the Treasurer of the New York and New Jersey Globe Gas Light Company (Limited), who, being by me severally duly sworn, did say for himself as follows: The said Sam'l H. Hoey, that he was the Treasurer of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

The estimated cost of the within contract with The New York and New Jersey Globe Gas Light Co. (Limited), is \$1, chargeable to the appropriation for "Lamps and Lighting, Borough of Richmond," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

PROPOSAL AND CONTRACT FOR LIGHTING THE PUBLIC GAS LAMPS, ETC.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

TO CONTRACTORS.

Proposals for Estimates for furnishing the Gas or other Illuminating Material for, and Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and supplying Gas, etc., for new lamps when required), also furnishing Burners and Appliances of Improved System of Lighting on the Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Richmond, in The City of New York, for the term of one year.

Estimates for the above will be received at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, in The City of New York, until 1 P. M. of Monday, May 22, 1899, at which place and time they will be publicly opened and read.

Any person making an estimate for the above shall furnish the same in a sealed envelope, indorsed with the above title, and also with the name of the person making the same, and the date of its presentation.

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, they shall distinctly state the fact; also, that it is made without any connection with any other person making any estimate for the same supplies and work, and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Municipal Assembly, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of The City of New York, 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 same 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 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 or persons making the bid or estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he or they shall omit or refuse to execute the same, they will pay to The City of New York any difference between the sum to which he or they would be entitled upon its completion and that which the said city may be obliged to pay 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 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, as stated in the proposals, over and above all his debts of every nature, and over and above his liabilities as bail, surety and otherwise; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law. The consent above set forth may be that of a guaranty or surety company duly authorized by law to act as surety.

Bidders are required to state in their estimates the district or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places, in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of material they propose to furnish, and the illuminating power of the light they propose to furnish.

Bidders are also required to state the price per year for which they will furnish the gas (of not less than twenty candle power by photometric test at a distance of not less than one mile from the place of manufacture), or other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, cross heads, lamp-irons, and lanterns thereto, for the term of one year, stating the price, for the above-named term of one year, for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the above-mentioned period of one year, for the sum of

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, for the sum of

Bidders are also required to state a price for which they will repair lamp-posts, including straightening and releading, and for each new lamp fitted up, as follows:

- For each lamp-post straightened, stating the price per post.
- For each column reloaded, stating the price per post.
- For each column refitted, stating the price per post.
- For each service-pipe refitted, stating the price per post.
- For each stand-pipe refitted, stating the price per post.
- For each lamp-post removed, stating the price per post.
- For each lamp-post reset, stating the price per post.
- For each new lamp fitted up, stating the price per post.

The bidders are required to write out the amount of their bids in their estimates in addition to inserting the same in figures.

The total number of public gas lamps to be contracted for is about , but bidders may bid for any portion of the same, naming their location as to districts, streets, avenues, piers, parks and public places, or parts thereof.

The burners for illuminating gas are to be of a capacity to burn three cubic feet of gas per hour under a pressure of one inch, and in case the illuminating material shall be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the three-foot gas-burners in use in the public lamps in The City of New York. Bidders, however, can name a price for which they will furnish a burner consuming three cubic feet of gas per hour; also a price for a burner consuming four cubic feet of gas per hour, and a price for a burner consuming five cubic feet of gas per hour.

Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts without expense to the City.

The number of hours the gas or naphtha lamps are to be kept burning during the contract is 4,000.

The amount of security required on any contract which will amount to \$400,000 and upwards shall be \$150,000; on any contract which will amount to \$300,000 and less than \$400,000 shall be \$125,000; on any contract which will amount to \$200,000 and less than \$300,000 shall be \$100,000; on any contract which will amount to \$100,000 and less than \$200,000 shall be \$75,000; on any contract which will amount to \$80,000, but is less than \$100,000, \$50,000; on any contract which will amount to \$60,000, but is less than \$80,000, \$36,000; on any contract which will amount to \$40,000, but is less than \$60,000, \$24,000; on any contract which will amount to \$20,000, but is less than \$40,000, \$12,000; on any contract which will amount to \$10,000, but is less than \$20,000, \$6,000; on any contract which amounts to less than \$10,000, \$5,000.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or national banks of The City of New York, drawn to the order of the Comptroller, or money, 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 included 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 person 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 award of any contract, if awarded, will be made as soon as practicable after the opening of the bids.

Should the person or persons to whom any contract is so awarded neglect or refuse to accept the contract within five days after written notice that the same has been awarded to his bid or estimate, or if he accept, but does not execute the contract and give the proper security, it may be readvertised and relet, as provided by law and ordinance.

Bidders are informed that no deviation from the specifications will be allowed.

The right is reserved by the Commissioner of Public Buildings, Lighting and Supplies to determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon. Also to decline all estimates for any particular locality, or all localities if deemed for the best interests of the City. No estimate will be accepted from or contract awarded to any person or corporation in arrears to the City upon debt or contract, or a defaulter, as security or otherwise, upon any obligation to the City.

If the estimate of any bidder shall include any lamps with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for and lighting, extinguishing, cleaning, repairing and maintaining any such lamps, shall be awarded to such bidder, in that case, thirty days from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies shall be allowed to such bidder in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City.

But no payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements herein mentioned shall have been fully performed.

The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal, shall be determined and prescribed by the Commissioner of Public Buildings, Lighting and Supplies.

Such contract will be made for the term of one (1) year, and will be awarded to the lowest bidder, unless the Board of Public Improvements by the vote of a majority of its members, of whom the Mayor and the Comptroller shall be two, shall determine that it is for the public interest that a bid other than the lowest should be accepted.

Such contract will include all lights of a given kind used by the City in said Borough of Richmond then ordered or thereafter to be ordered by said Commissioner during the term of said contract. But no bid will be entertained unless the said Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the said contract.

The contract to be awarded under this proposal shall not be binding, or of any force, unless preliminary to the execution of the contract the assent of the Board of Public Improvements after submission to it of the proposed contract shall be given by resolution to the execution of such contract as submitted.

The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York for lighting the streets, public buildings and parks in the Borough of Richmond.

Blank forms of estimates, and the proper envelopes in which to inclose the same, and of the proposed agreement containing the specifications and form of bond, can be obtained on application at the office of the Commissioner of Public Buildings, Lighting and Supplies, Room 1701, No. 21 Park row, New York City.

NEW YORK, May 10, 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

AGREEMENT.

This agreement, made and entered into this 22d day of May, in the year one thousand eight hundred and ninety-nine, by and between The City of New York, by the Commissioner of Public Buildings, Lighting and Supplies of said City, party of the first part, and Welsbach Street Lighting Company of America, party of the second part, pursuant to the provisions of the Greater New York Charter, and especially to the provisions of sections 573 and 587 of said Charter, and of the resolution of the Board of Public Improvements dated March 1, 1899, assenting to and authorizing and approving the execution of this agreement:

A. Witnesseth, that the said party of the second part hereto has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish improved naphtha Welsbach street lights to, and to light and extinguish the public lamps belonging to the party of the first part in the portions of The City of New York bounded and described as follows, to wit: In the Borough of Richmond, all of said improved naphtha Welsbach street lights and accessories used in said borough, now ordered or hereafter to be ordered, by said Commissioner during the term of this contract to and including December 31, 1899. And during the same period to repair and paint the lamp-posts and lanterns of such lamps, and replace the cocks, tubes, and burners, cross-heads, lamp-irons and lanterns thereof, and clean and reglaze such lanterns; and to fit up, light and extinguish such new lamps as may be required by the said party of the first part in said portion of said City, and to repair, paint, clean, reglaze and replace such new lamps and the appurtenances thereof.

B. And it is further agreed that, subject to the provisions of section 573 of chapter 378 of the Laws of 1897, the said party of the second part will, upon being required so to do by the said party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas lamps situated on the lines of the mains of the party of the second part, which are now suspended or may hereafter be suspended on account of the lighting of electric lamps, when ordered so to do by the Commissioner of Public Buildings, Lighting and Supplies.

C. It is further agreed that all the materials furnished, and all the work and labor done by the party of the second part hereto, shall be of the kinds and qualities, and furnished and done in all respects in strict conformity to the terms, conditions and requirements of the hereinafter contained specifications. Said specifications, the proposals of the Department of Public Buildings, Lighting and Supplies hereunto prefixed, and the estimate of the said party of the second part on file in the office of the Commissioner of Public Buildings, Lighting and Supplies, are also to be taken as part of this contract.

D. It is further agreed that should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other

material than illuminating gas, then such alteration will be done and attachments placed and maintained on the lamps by the party of the second part hereto at its own cost and expense.

E. It is further agreed that if the estimate or bid of the party hereto of the second part included any lamps with which the pipes or conductors of said party of the second part were not connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner of Public Buildings, Lighting and Supplies, will be allowed the party of the second part in which to connect such pipes or conductors with such lamps, and all such connections shall be made by the party of the second part without expense to the City. Provided the said party of the second part have or shall procure a grant or franchise from the Municipal Assembly or other competent authority, authorizing the laying of gas-mains or conductors in the streets or parts of streets in which the said lamps are located. It is agreed, however, that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1899, nor until permits shall have been obtained from the Commissioner of Public Buildings, Lighting and Supplies authorizing such openings.

F. But no payment on account of any such lamps will be made to the party of the second part, for the time so allowed, nor until the same shall have been connected with the mains or conductors of the party of the second part, nor will payment be made on account of any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

G. It is further agreed that should there be any doubt as to the meaning of these specifications, or discrepancy or any obscurity in the wording of them, the Commissioner of Public Buildings, Lighting and Supplies shall explain them, and such explanation shall be final and binding upon the Contractor, who will not make any charge or claim for extra work or damage in consequence of such explanation, but will execute the work in accordance therewith.

SPECIFICATIONS.

1. Lighting.—The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted, by the regulations of the said party of the first part, in accordance with a time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies. Also, the Commissioner of Public Buildings, Lighting and Supplies may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the said party of the second part shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner of Public Buildings, Lighting and Supplies to that effect. Provided that if, in compliance with the direction of the Commissioner of Public Buildings, Lighting and Supplies, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the time-table to be furnished by the Commissioner of Public Buildings, Lighting and Supplies, which time-table shall aggregate a total of 4,000 hours for the term, then, in that case, the said party of the second part shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the said Commissioner of Public Buildings, Lighting and Supplies, an additional compensation, equivalent to a pro-rata increase of the compensation herein after allowed, proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning; and, also, provided that if, in compliance with the direction of the said Commissioner of Public Buildings, Lighting and Supplies, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 4,000 hours per term, then, in that case, there shall be deducted an amount equivalent to a pro-rata decrease of the compensation hereinafter allowed, proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning; and, also, provided that said Commissioner of Public Buildings, Lighting and Supplies shall have the right at any time to increase or diminish the number of lamps awarded to be lighted by the party of the second part under this contract. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp-posts for such purpose. The party of the second part to keep the service-pipes and stand-pipes (if any are used) of said lamps cleared of all obstructions at its own cost and expense.

2. Illuminating Material, Quality of.—If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than seventy (70) candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by a Sugg-Letheby 15-hole Argand burner, calculated on a consumption of five cubic feet of gas per hour. The regular daily tests, however, will be made with a burner that will obtain from the gas the greatest amount of light, and practicable for use by the consumer, and consuming at the rate of five cubic feet of gas per hour; the testing candle shall be of sperm, of six to the pound, and consuming as near as possible, one hundred and twenty-six grains of spermaceti per hour; and no candle shall be used for testing which consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And, as regards purity, the gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphuretted hydrogen, and other sulphur and noxious compounds. In case the illuminating material shall be naphtha, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle coal gas, above described, consumed by the 3-feet gas-burners called for in this agreement.

3. Burners.—All the burners to be used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn three (3) cubic feet of gas per hour, under a pressure of one inch, and each of said burners shall burn three (3) cubic feet of gas per hour during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps in The City of New York. The burners are to be kept clear at all times so as to allow a free and unobstructed flow of the illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Commissioner, and shall be cleaned at least once in each year, or oftener if ordered by the Commissioner.

It is agreed, however, that the party of the first part shall have the right to require the burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the party of the second part, for the lamps so furnished, an additional compensation, equivalent to a pro-rata increase of the compensation hereinafter allowed, after deducting from such compensation the sum of four dollars (\$4.00) per lamp, for the cost of lighting, extinguishing, cleaning, repairing, reglazing and painting, and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

4. Cleaning.—All the lamps and glass street signs are to be kept in such a cleanly condition that not more than ten per cent. of the light of the lamp shall be absorbed or obstructed by the uncolored glass, and they shall be cleaned at least three times in each week, and oftener if the Commissioner of Public Buildings, Lighting and Supplies shall direct or require the same, and at each of these cleanings all the side, top and bottom glass shall be thoroughly cleaned, both on the inside and outside of the lantern, and all dust shall be brushed from the frames.

5. Repairing and Reglazing.—The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the party of the second part, without cost to the City. Stained glass of a ruby color, of such tint as shall be approved by the Commissioner of Public Buildings, Lighting and Supplies, shall be placed in the fire alarm signal lamps and in the tops of the gas lantern nearest to the several fire alarm signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the party of the second part shall procure glass of the same color, and place and keep the same in the lamps without cost to the City.

6. Repairing Lamp-posts.—Whenever the Commissioner of Public Buildings, Lighting and Supplies shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded, or that any lamp-post or posts be repaired in any other manner in this contract specified, the same shall be done within twenty-four hours after said Department shall notify said party of the second part of such requirement.

7. Painting.—The lamp-posts, lamp irons, brackets and lanterns used for gas or naphtha are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, cross-heads, and stand-pipes of bracket lamps to have one coat of dark green paint, blue shade. The square lamp-irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white lead paint; the round lamp-irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white lead paint, and so much of the stand-pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner of Public Buildings, Lighting and Supplies is to be notified when and where the painting is to be commenced.

8. Removing Lamp-posts.—All lamp-posts to be taken down which the Commissioner of Public Buildings, Lighting and Supplies may require to be removed for any purpose.

9. Cocks, Tubes and Burners.—The cocks, tubes and burners and checks which may become worn out or useless, or which in the opinion of the Commissioner of Public Buildings, Lighting and Supplies are worn out or useless, to be immediately replaced by the party of the second part, at its own cost and expense.

10. Fitting up New Lamps.—New lamps are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner of Public Buildings, Lighting and Supplies. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be caulked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe and stand-pipe to be of three-quarter inch wrought-iron pipe, the service-pipe to have a direct fall to the main, the service-pipe and bend on bottom of stand-pipe to rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket-lamps are to be fitted up in lieu of lamp-posts, when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the party of the second part; the lamp-posts, lamp-irons, lanterns and brackets will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the party of the second part. The party of the first part will also supply new lamps, which may be required to burn any other material than illuminating gas, to be fitted up without service-pipes or stand-pipes. All new lamp-posts are to be painted immediately after the same shall have been erected.

11. Lanterns.—All lanterns used for gas, which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed from the posts and other lanterns substituted in lieu thereof (and globe lamps substituted for square lamps) by the party of the second part without charge to the City, when so ordered by the said Commissioner. The lanterns and globes for that purpose will be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

12. Cross-heads and Lamp-irons.—The cross-heads and lamp-irons used for gas or naphtha lamps which, in the opinion of the Commissioner of Public Buildings, Lighting and Supplies, may become broken or out of order, are to be replaced on the posts by the party of the second part without charge to the City. The cross-heads and lamp-irons for that purpose are to be furnished by the party of the first part, through the Department of Public Buildings, Lighting and Supplies, to the said party of the second part.

13. Street Signs.—The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lanterns, and are to be kept in a cleanly condition; and globes, containing street names are to be placed upon the gas lamp-posts when required by the Department of Public Buildings, Lighting and Supplies. The signs and globes are to be furnished by the Department of Public Buildings, Lighting and Supplies to the party of the second part.

14. Cartages.—All supplies which, under this agreement, may be required to be furnished by the party of the first part will be so furnished, but the cartage thereof shall be done by the party of the second part.

15. Whenever in these specifications or in this agreement, of which they form part, the words "party of the second part," or pronouns in place thereof, are used, such words and pronouns are to be understood as meaning and referring to the party or parties (as the case may be) of the second part to this agreement.

H. The prices fixed for the various services herein provided to be performed by the party of the second part are as follows:

For furnishing the aforesaid illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, the sum of thirty dollars (\$30) for each lamp.

For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons and lanterns thereto, for the aforesaid period of one year, for the sum of thirty dollars (\$30) for each lamp with single burner. Forty-seven dollars (\$47) for each lamp with double burner.

For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, the sum of eighteen dollars (\$18) for each lamp with single burner. Twenty-five dollars (\$25) for each lamp with double burner.

For each lamp-post straightened, the sum of—No charge.

For each column releaded, the sum of—No charge.

For each column refitted, the sum of—No charge.

For each service-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each stand-pipe refitted, the sum of—Gas company furnishing gas does this work.

For each lamp-post removed, the sum of—Gas Company furnishing gas does this work.

For each lamp-post reset, the sum of—Gas Company furnishing gas does this work.

For each new lamp fitted up, the sum of—Lamps erected without charge on posts furnished by City or Gas Companies.

For furnishing illuminating gas (of not less than [Insert illuminating power] candle power), including service-pipes from the gas-mains to the building, and a proper meter for measuring the gas, for a term of one year, for each of the public buildings, offices, etc., per one thousand cubic feet, the sum of

I. And it is further agreed that the said party of the second part shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31 in any year, upon giving forty-eight hours written notice to the Department of Public Buildings, Lighting and Supplies (subject, however, to the approval of the Commissioner of Public Buildings, Lighting and Supplies) of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas, or other illuminating material. And the party of the second part shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Commissioner of Public Buildings, Lighting and Supplies may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Commissioner of Public Buildings, Lighting and Supplies, readjust and fill and finish the same as long as in the opinion of the Commissioner of Public Buildings, Lighting and Supplies may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement, by reason of laying the side pipe or conductors, shall be made and done by said party of the second part, at its own cost and expense. And it is also agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner of Public Buildings, Lighting and Supplies; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the party of the second part, but the expense of such inspection shall be paid by the party of the second part when required by the Commissioner of Public Buildings, Lighting and Supplies. And it is further agreed that the said party of the second part shall and will so conduct the manufacture and manufacturing of gas, or stations for other illuminating material, as not to create a nuisance, and that it will in all things be governed by such reasonable rules and regulations as the said Commissioner of Public Buildings, Lighting and Supplies may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning, and protecting the lamps and street signs aforesaid. And it is further agreed that, in order that the Commissioner of Public Buildings, Lighting and Supplies and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table furnished by said Commissioner, the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a map or maps showing the lamps on the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps, the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the party of the second part shall notify the Commissioner of Public Buildings, Lighting and Supplies, of any change which may be made in the beginning and finishing point on any lamp district during the term of this contract. And it is further agreed that the party of the second part shall furnish to the Commissioner of Public Buildings, Lighting and Supplies a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said party of the second part any sole or exclusive right or privilege, or as preventing the said party of the first part from granting the like privileges as are hereby given to the said party of the second part to any other company, persons, or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory, or premises.

And the said party of the second part hereby further agrees that he will indemnify and save harmless the party of the first part, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, and against and from all damages and costs to which they or any of them may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of said work of lighting the streets, etc., or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of said party of the second part or his agents. And the said party of the second part hereby further agrees that so much of the moneys due to him under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner of Public Buildings, Lighting and Supplies, shall or may be retained by said party of the first part, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of said Commissioner of Public Buildings, Lighting and Supplies.

J. And it is hereby further agreed, that in case the said party hereto of the second part shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, it shall be lawful for the Commissioner of Public Buildings, Lighting and Supplies to cause such work to be performed by other parties, and to deduct the expense thereof from any moneys which may be due or may become due to the party of the second part, and to hold the party of the second part and its sureties liable for the amount thereof which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by said party of the second part, he shall forfeit all claim to the difference.

And the said party of the second part hereby further agrees to indemnify and save the City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of lights, lanterns, fixtures, materials or any appliances connected therewith.

K. And it is further provided, and these presents are upon the express condition, that if the said party of the second part, or its successors, shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the Commissioner of Public Buildings, Lighting and Supplies, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

L. And it is further agreed that on or after the first day of each and every month during the term of this contract, the party of the second part shall furnish proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas-burners have consumed three (3) cubic feet of gas each per hour, as required by this agreement, during all the time that the lamps were required to be kept lighted. Upon so doing, the said Commissioner shall certify the fact, and in his certificate state the amount to which the party of the second part shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the party of the second part therefor the sum to which it shall be so entitled; and without such proof, to the satisfaction of the Commissioner of Public Buildings, Lighting and Supplies, he shall not make any certificate nor requisition on the Comptroller; and the party of the second part shall also furnish proof to the satisfaction of the Comptroller that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid, and without such proof the said party of the second part shall not be or become entitled to any payment in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of the City, he shall, within thirty days thereafter, pay to the party of the second part the amount thereof in lawful money.

M. And it is further agreed by and between the parties hereto that if, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any materials toward the performance or completion of this contract shall file with the Commissioner of Public Buildings, Lighting and Supplies, and with the head of the Finance Department of The City of New York, any such notice of lien as is described in section 1824 of The New York City Consolidation Act, The Lien Law, or any lien law of the State of New York, then and in every such case the said party of the first part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control and due or to grow due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought to enforce such claim or the lien created by the filing of such notice. The moneys so retained shall be retained by the said party of the first part until the lien thereon created by the said act and the filing of the said notice, shall be discharged pursuant to the provisions of the said act.

And the said party of the second part hereby further agrees that it will furnish the Commissioner of Public Buildings, Lighting and Supplies with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Commissioner of Public Buildings, Lighting and Supplies, before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or material is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

The party of the second part further agrees to comply with all the provisions of chapter 415 of the Laws of 1897, known as the Labor Law. This contract shall be void and of no effect unless the rate of wages specified in section 3 in said Labor Law is paid by the contractor to his employees, and where laborers are employed preference is given to citizens of the State of New York, as provided in section 13 of said Labor Law.

N. And it is hereby expressly agreed and understood by and between the parties hereto that the said party of the first part, its successors and assigns, shall not, nor shall any department or officer of The City of New York be precluded or estopped by any return or certificate made or given by the Engineer, Inspector or other officer, agent or appointee of said Department of Public Buildings, Lighting and Supplies, or said party of the first part, under or in pursuance of anything in this agreement contained, from at any time showing the true and correct amount and character of the work which shall have been done and materials which shall have been furnished by the said party of the second part, or any other person or person under this agreement.

O. And the parties hereto declare that this contract is made with reference to the proposals hereto annexed, and the estimate of the Contractor now on file in the Department of Public Buildings, Lighting and Supplies, which are to be taken as part and parcel of these presents.

P. And the said party of the second part hereby further agrees that this contract shall not be binding or of any force unless and until the said contract has been submitted to the Board of Public Improvements and has been duly approved and authorized by resolution of said Board of Public Improvements.

It is further agreed that this contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York for lighting the streets, public buildings and parks in the Borough of Richmond, and which the law requires shall be defrayed and answered unto by said city.

In Witness Whereof, the said Commissioner of Public Buildings, Lighting and Supplies has hereunto set his hand and seal, on behalf of the said party of the first part, and the said party of the second part has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and said parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner of Public Buildings, Lighting and Supplies, one other to be filed with the Comptroller of The City of New York, and the third to be delivered to the said party hereto of the second part, the day and date herein first above written.

HENRY S. KEARNY,

Commissioner of Public Buildings, Lighting and Supplies.
WELSBACH STREET LIGHTING COMPANY OF AMERICA,
By ARTHUR E. SHAW, Vice-President.

[SEAL.]

Attest:

NATHAN Y. WORRALL, Secretary.

Witness:

HENRY FRANK.

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

On this 8th day of December, 1899, before me personally came Henry S. Kearny, to me known and known to me to be the Commissioner of Public Buildings, Lighting and Supplies of The City of New York, the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purposes therein mentioned.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On this fourth day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of

America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw, that he was the Vice-President of said company, and the said Nathan Y. Worrall, that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

Know all men by these presents, that we, Welsbach Street Lighting Company of America, American Bonding and Trust Company, of Baltimore City, and City Trust, Safe Deposit and Surety Company, of Philadelphia, of The City of New York, are held and firmly bound unto the said City of New York in the sum of six thousand dollars, lawful money of the United States of America, to be paid to the said City of New York, or to its certain attorney, successors or assigns; for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 22d day of May, one thousand eight hundred and ninety-nine.

Whereas, The above bounden Welsbach Street Lighting Company of America, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the illuminating material for, and to light and extinguish certain of the public lamps of The City of New York, and to keep such lamps and lamp-posts in all their parts in order, as in said contract will more fully and at large appear.

Now, therefore, the condition of the above obligation is such, that if the said Welsbach Street Lighting Company of America, its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms therein contained, on its part to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

WELSBACH STREET LIGHTING COMPANY OF AMERICA.

[SEAL.]

By ARTHUR E. SHAW, Vice-President.
THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY
OF PHILADELPHIA, Nos. 160 Broadway, New York.

[SEAL.]

JOHN A. SULLIVAN, Vice-President.

P. H. MOONEY, Assistant Secretary.

THE AMERICAN BONDING AND TRUST COMPANY
OF BALTIMORE CITY.

[SEAL.]

Attest:

By W. P. FLANDERS, Vice-President.

Attest:

NATHAN Y. WORRALL, Secretary.

Attest:

HENRY J. SAGE, Assistant Secretary.

Signed and sealed in the presence of

HENRY FRANK.

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

On this fourth day of December, 1899, before me personally came Arthur E. Shaw, to me known and known to me to be the Vice-President of the Welsbach Street Lighting Company of America, and Nathan Y. Worrall, to me known and known to me to be the Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did say, each for himself, as follows: the said Arthur E. Shaw that he was the Vice-President of said company, and the said Nathan Y. Worrall that he was the Secretary of said company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said company, and that by like order he thereto signed his name and official designation.

HENRY FRANK, Commissioner of Deeds, New York City.

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

On the 5th day of December, 1899, before me personally came William P. Flanders, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of the American Bonding and Trust Company of Baltimore City, the corporation described in and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets, as ascertained in the manner provided in section 3, of chapter 720 of the Session Laws of the State of New York for the year 1893. And the said William P. Flanders further said that he was acquainted with Henry J. Sage, and he knew him to be the Assistant Secretary of said company; that the signature of said Henry J. Sage, subscribed to the within instrument, is the genuine handwriting of said Henry J. Sage, and was subscribed thereto by like order of the Board of Directors in the presence of him, the said William P. Flanders.

PHILIP H. FETT, Notary Public, Kings County.

Certificate filed in New York County.

STATEMENT OF THE AMERICAN BONDING AND TRUST COMPANY OF BALTIMORE CITY AT THE CLOSE OF BUSINESS, JUNE 30, 1899.

Financial Statement.	
Capital, paid in.....	\$1,000,000 00
Stockholders' liability.....	1,000,000 00
Reserve for reinsurance.....	150,455 39
Surplus and undivided profits.....	390,823 22
	<u>\$2,541,278 61</u>
Assets.	
Baltimore City Stock Bonds, 3½ per cent., 1945.....	\$63,270 00
Baltimore City Stock Bonds, 3½ per cent., 1940.....	155,952 00
Baltimore City Stock Bonds, 3½ per cent., 1930.....	23,154 00
Baltimore City Stock Bonds, 3½ per cent., 1928.....	65,540 00
Baltimore City Stock Bonds, 6 per cent., 1900.....	200 00
Baltimore City Stock Bonds, 6 per cent., 1902.....	15,762 00
City of Richmond, Va., Bonds, 4 per cent., 1926-1929.....	20,250 00
Norfolk County, Va., Bonds, 5 per cent., 1907.....	26,750 00
City of Norfolk, Va., Bonds, 5 per cent., 1912.....	11,000 00
City of Cumberland, Md., Bonds, 4 per cent., 1901-1907.....	9,000 00
United States 4 per cent. Bonds, 1925.....	29,500 00
United States 2 per cent. Bonds, Ext.....	31,080 00
United States 3 per cent. Bonds, 1918.....	54,375 00
City of Manchester, Va., Bonds, 5 per cent., 1929.....	3,000 00
City of Snow Hill, Md., Bonds, 6 per cent., 1906-1923.....	19,660 00
Ohio and Miss Spg. Div. Bonds, 7 per cent., 1905.....	10,500 00
Randolph-Macon College Bonds, 5 per cent., 1910.....	20,000 00
Anacostia and Patomac Ry., Washington, D.C., Bonds, 5 per cent., 1949.....	15,900 00
Outstanding premiums, less commissions.....	53,044 88
Bills receivable and premium notes.....	235 99
Interest accrued.....	37,065 47
Accounts receivable.....	19,460 37
Real estate.....	24,763 69
Furniture and fixtures.....	1 00
Mortgage loans.....	111,575 00
Call loans.....	446,224 16
Time loans.....	147,000 00
Cash in office and banks.....	76,788 37
Total.....	<u>\$1,597,471 93</u>
Liabilities.	
Capital stock.....	\$1,000,000 00
Collateral deposits.....	16,576 93
Agents' credit balances.....	5,317 17
Losses in process of adjustment.....	4,299 22
Dividend, payable July 1, 1899.....	30,000 00
Reserve for reinsurance.....	\$150,455 39
Surplus and undivided profits.....	390,823 22
	<u>\$41,278 61</u>
Total.....	<u>\$1,597,471 93</u>

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

William P. Flanders, being duly sworn, says that he is the Vice-President of the American Bonding and Trust Company of Baltimore City; that the foregoing is a true and correct statement of the financial condition of said company, as of June 30, 1899, to the best of his knowledge and belief, and that the financial condition of said company is as favorable now as it was when such statement was made.

W. P. FLANDERS.

Subscribed and sworn to before me this 5th day of December, 1899.

PHILIP H. FETT, Notary Public, No. 10, Kings County.

Certificate filed in New York County.

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

On this 6th day of December, A. D. 1899, before me personally appeared John A. Sullivan, to me known, who, being by me duly sworn, did depose and say that he resided in The City of New York; that he is the Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by section 3, chapter 720, of the New York Session Laws of 1893. And the said John A. Sullivan further said that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney subscribed to said instrument, is in the genuine handwriting of said Patrick H. Mooney, and was thereto subscribed by the like order of said board of directors, and in the presence of him, the said John A. Sullivan, Vice-President.

ANDREW O'ROURKE, Notary Public (46), New York County.

STATEMENT OF THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA,
(INCORPORATED 1896), ON THE 30TH DAY OF JUNE, 1899.

The assets and liabilities of the Company were:

Assets.	
Cash on hand.....	\$86,063 12
Cash in banks.....	349,534 46
Call loans upon collaterals.....	1,414,801 59
Time loans upon collaterals.....	221,010 00
Loans upon bonds and mortgages.....	134,900 00
Investment securities owned, stocks, bonds, etc.....	346,751 50
Real estate, furniture and fixtures.....	526,973 51
Miscellaneous assets.....	119,321 66
Total.....	\$3,199,355 86
Liabilities.	
Capital stock.....	\$500,000 00
Surplus fund.....	150,000 00
Reinsurance reserve.....	118,774 22
Undivided profits.....	45,249 55
Deposits.....	2,375,964 59
Miscellaneous liabilities.....	9,367 50
Total.....	\$3,199,355 86

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

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the company on June 30, 1899.

P. H. MOONEY.

Sworn to and subscribed before me this 6th day of December, A. D. 1899.

ANDREW O'ROURKE, Notary Public (46), New York County.

The estimated cost of the within contract with Welsbach Street Lighting Company of America is \$1, chargeable to the appropriation for "Lamps and Lighting, Borough of Richmond," for the year 1899.

HENRY S. KEARNY,
Commissioner of Public Buildings, Lighting and Supplies.

The following communication from the Commissioner of Public Buildings, Lighting and Supplies was read:

CITY OF NEW YORK,
DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES,
OFFICE, NO. 346 BROADWAY,
NEW YORK, January 15, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

DEAR SIR—In accordance with the provisions of the Greater New York Charter, herewith is submitted a resolution authorizing and approving that this department advertise for proposals, and make a contract for furnishing five thousand four hundred (5,400) gross tons of coal, for the use of the various offices, public buildings and armories in the boroughs of Manhattan and The Bronx for the year 1900; approximate cost, \$27,000, to be paid for from the appropriation entitled "Supplies and Repairs, 1900, Boroughs of Manhattan and The Bronx."

Respectfully yours,

HENRY S. KEARNY, Commissioner.

The following resolution was thereupon adopted:

Resolved, That the resolution adopted by this Board on December 27, 1899, authorizing the purchase by contract of four thousand six hundred (4,600) gross tons of coal for use in the boroughs of Manhattan and The Bronx, by the Commissioner of Public Buildings, Lighting and Supplies, be and is hereby rescinded and repealed.

Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges and President of the Board.

Negative—None.

The following resolution was then adopted:

Resolved, by the Board of Public Improvements, That, in pursuance of the provisions of the Greater New York Charter, the furnishing of five thousand four hundred (5,400) gross tons of coal, for the use of the various offices, public buildings and armories in the boroughs of Manhattan and The Bronx, under the direction of the Commissioner of Public Buildings, Lighting and Supplies, be and the same is hereby authorized and approved, the cost of said public work or improvement to be paid for from the appropriation for "Supplies and Repairs, 1900, boroughs of Manhattan and The Bronx."

Affirmative—Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies and President of the Board.

Negative—None.

The following reports from the Commissioner of Public Buildings, Lighting and Supplies were read and placed on file:

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES,
NEW YORK, January 9, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements, Nos. 13 to 21 Park Row, City:

DEAR SIR—Referring to a communication from your office of December 29, inclosing copies of two letters from the President of the Borough of The Bronx, relative to the lighting of Ogden avenue, between Birch street and Washington Bridge; also the laying of gas-mains and the erection of lamps, etc., for lighting Evelyn place, from Jerome avenue to Aqueduct avenue, East; Grand avenue, from North street to East One Hundred and Eighty-second street, Buchanan place, from Jerome avenue to Aqueduct avenue, East; Aqueduct avenue, East, from North street to East One Hundred and Eighty-second street, Borough of The Bronx.

The requests were referred to the Bureau of Lamps and Gas of this Department for investigation and report, and I am informed that:

Ogden avenue is graded and curbed; that there is one barn on said street, which does not appear to be in use, and no other buildings.

Evelyn place is not regulated and graded, and has no sidewalks.

Grand avenue, not regulated and graded, no sidewalks.

Buchanan place, not regulated and graded, no sidewalks.

Aqueduct avenue, East, not regulated and graded, no sidewalks.

Until said streets are regulated and graded, this Department is not in a position to order any lighting on same.

Respectfully yours,

HENRY S. KEARNY, Commissioner.

PUBLIC BUILDINGS, LIGHTING AND SUPPLIES,
NEW YORK, January 13, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements, Nos. 13 to 21 Park Row, City:

DEAR SIR—Referring to a communication from your office, dated January 5, enclosing copy of a communication from the President of the Borough of The Bronx, dated December 21, 1899, recommending that a gas-main be laid in Sherman avenue, between One Hundred and Sixty-first and One Hundred and Sixty-fourth streets, Borough of The Bronx:

I have had the matter investigated, and it is reported to me by the Superintendent of Lamps and Gas of this Department that the said street is not regulated and graded, and that there is one house in course of construction.

Under the above circumstances, and until the street is regulated and graded, the request cannot be complied with by this Department.

Respectfully yours,

HENRY S. KEARNY, Commissioner.

COMMUNICATIONS FROM PRESIDENT OF MANHATTAN.

The following communications from the President of the Borough of Manhattan were referred to the Commissioner of Highways:

NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Eighteenth District of the Borough of Manhattan, held January 9, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Eighteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that the proper department be directed to erect a fence enclosing vacant lots on Avenue A, between Seventy-eighth and Seventy-ninth streets.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 9, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that the sidewalk opposite lots situate on the south side of One Hundred and Nineteenth street, beginning one hundred feet east of Madison avenue and extending easterly therefrom for a frontage of fifty feet, be repaired.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 9, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that a fence be erected enclosing lots on the south side of One Hundred and Nineteenth street, beginning one hundred feet east of Madison avenue and extending easterly therefrom for a frontage of fifty feet.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that bluestone crosswalks be laid at the intersection of One Hundred and Eighty-first street and Eleventh avenue.

Adopted.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 9, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that One Hundred and Fifth street, between Columbus and Amsterdam avenues, be repaved with asphalt on the present foundation.

Adopted.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Twentieth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Twentieth District of the Borough of Manhattan recommend to the Board of Public Improvements that Eighty-fourth street, from East End Avenue to the East river, be paved with asphalt.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

The following communications from the President of the Borough of Manhattan were referred to the Chief Topographical Engineer:

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Jumel place, from West One Hundred and Sixty-seventh street to Edgecombe road, and that previous resolution in this connection, adopted December 12, 1899, is hereby declared void.

Adopted.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Two Hundred and Twelfth street, from Kingsbridge road to the Harlem river.

Respectfully,

JAMES J. COOGAN, President, Borough of Manhattan.

(Copy.)

DEPARTMENT OF SEWERS, January 10, 1900.

Hon. MATTHEW F. DONOHUE, Deputy Commissioner of Sewers, Borough of Manhattan:

DEAR SIR—I enclose herewith copies of resolutions which I request be laid before the Board of Local Improvements for the proper district, providing for taking the first steps to open the following streets:

Two Hundred and Eleventh, Two Hundred and Twelfth, Two Hundred and Thirteenth, Two Hundred and Fourteenth and Two Hundred and Fifteenth streets, from Kingsbridge road to the Harlem river. Also, Two Hundred and Eighteenth, Two Hundred and Nineteenth and Two Hundred and Twentieth streets, from Seaman avenue to Ninth avenue.

I consider it of the first importance that steps should be taken to legally open these streets so that sewers can be built therein. According to our plans already filed for the drainage of the district north of Dyckman street, outlets into the Harlem river are to be built in the streets above mentioned.

The drainage of Kingsbridge road, from Dyckman street to the Harlem river also depends upon the acquiring of the power to construct the aforementioned outlets.

The construction of the underground trolley railroad along Kingsbridge road, which is assured for the coming season will, without doubt, open up this section for improvement, and cause an influx of population and a desire on the part of the owners to build.

I think it will be proper for this Department to be prepared at the earliest possible moment to assist in the improvement of this portion of the city.

I therefore request that you use your best efforts to have these resolutions passed by the Board of Local Improvements, forwarded thence to the Board of Public Improvements, and to there have the proper resolutions passed, placing the matter in the hands of the Corporation Counsel.

As there are no buildings on any of these streets, under the provisions of the Charter it will be possible for the City to take possession and to construct its sewers thereon immediately after the appointment of the Commissioners by the Supreme Court to open these streets, without waiting for the report thereon.

I think that if action is promptly taken in the line above indicated, we will be able to construct these sewers in the coming season.

Yours respectfully,
(Signed) HORACE LOOMIS, Chief Engineer of Sewers.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Two Hundred and Fifteenth street, from Kingsbridge road to the Harlem river.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Two Hundred and Eighteenth street, from Seaman avenue to Ninth avenue.

Adopted.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Two Hundred and Nineteenth street, from Seaman avenue to Ninth avenue.

Adopted.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

NEW YORK CITY, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that proceedings be initiated to open Two Hundred and Twentieth street, between Seaman avenue and Ninth avenue.

Adopted.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

The following communications from the President of the Borough of Manhattan were read, and the matters were laid over:

NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan, held January 9, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Nineteenth District of the Borough of Manhattan recommend to the Board of Public Improvements that the proper department be directed to erect a tight board fence so as to inclose lots situate on the south side of One Hundred and Nineteenth street, beginning one hundred and fifty feet east of Madison avenue and running seventy-five feet easterly therefrom.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

(Copy.)

DEPARTMENT OF HIGHWAYS, January 2, 1900.

Hon. JAMES J. COOGAN, President, Borough of Manhattan:

DEAR SIR—In response to complaints made to this Department, repeated notices have been served on the owners of property to flag the sidewalk and fence the vacant lots adjoining No. 50 East One Hundred and Nineteenth street. These notices have not been complied with, and it therefore becomes necessary to submit the matter to the Local Board of the District for action.

The work required consists of erecting a fence and flagging the sidewalk opposite the lots on the south side of One Hundred and Nineteenth street, beginning 100 feet east of Madison avenue and extending easterly therefrom for a frontage of 50 feet.

The estimated cost of this work is \$125, and the assessed value of the real estate within the probable area of assessment is \$8,000.

It is also necessary to erect a tight board fence on the south side of One Hundred and Nineteenth street, beginning 150 feet east of Madison avenue and running 75 feet easterly therefrom.

The estimated cost of this improvement is \$75, and the assessed value of the real estate within the probable area of assessment is \$11,700.

Will you please submit these matters to the Local Board of the District for action pursuant to sections 393 and 403 of the City Charter.

Yours respectfully,
(Signed) JAMES P. KEATING, Commissioner of Highways.

NEW YORK, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Seventeenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Seventeenth District of the Borough of Manhattan approve the recommendation of the Commissioner of Sewers that receiving-basins on the southwest corners of Seventy-second street and Central Park, West, and Seventy-second street and Columbus avenue be constructed.

Respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

(Copy.)

DEPARTMENT OF SEWERS, December 28, 1899.

Hon. JAMES J. COOGAN, President, Borough of Manhattan:

DEAR SIR—Herewith inclosed please find resolution for the construction of receiving-basins on the southwest corner of Seventy-second street and Central Park, West, and Seventy-second street and Columbus avenue.

I would request that the matter be laid before the Local Board of Improvements of the Seventeenth District.

Estimated cost is \$800. Assessed value of property within the probable area of assessment, \$825,000.

Yours respectfully,
(Signed) JAS. KANE, Commissioner of Sewers.

NEW YORK, January 16, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Local Improvements of the Seventeenth District of the Borough of Manhattan, held January 16, 1900, in accordance with the provisions of the Charter of The City of New York, the following resolution was adopted:

Resolved, That the Board of Local Improvements of the Seventeenth District of the Borough of Manhattan, recommend to the Board of Public Improvements that the proper department be directed to erect a tight board fence, six feet high, at the northwest corner of Seventy-ninth street and West End avenue, as shown by the accompanying sketch.

Yours respectfully,
JAMES J. COOGAN, President, Borough of Manhattan.

(Copy.)

DEPARTMENT OF HIGHWAYS, January 5, 1900.

Hon. JAMES J. COOGAN, President, Borough of Manhattan:

DEAR SIR—Complaints have been made to this Department with respect to an unguarded excavation at the northwest corner of West End avenue and Seventy-ninth street, where work has been suspended. This Department has made unsuccessful efforts to find the contractors, in order to notify them to erect a suitable fence or barrier to protect the public against accidents.

Under these circumstances I would request that the matter be submitted to the Local Board of the District for action, pursuant to sections 393 and 403 of the City Charter.

The estimated cost of erecting a suitable tight board fence, six feet high, as shown on the accompanying sketch, is \$220, and the assessed value of the real estate within the probable area of assessment is \$44,000.

Very respectfully,
(Signed) JAMES P. KEATING, Commissioner of Highways.

COMMUNICATIONS FROM PRESIDENT OF BROOKLYN.

The following communications from the President of the Borough of Brooklyn were referred to the Chief Topographical Engineer:

BOROUGH OF BROOKLYN, January 12, 1900.

Board of Public Improvements:

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following:

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvement of The City of New York, that proceedings be initiated to open Bedford avenue, between Flatbush avenue and the portion of Bedford avenue where the same is now opened near Montgomery street, in the Borough of Brooklyn.

In connection therewith the following resolution was adopted:

Resolved, That inasmuch as Bedford avenue as laid down on the map of The City of New York exceeds sixty feet in width, and when opened will be a thoroughfare connecting different sections of the city, and will be especially useful in providing a continuous and direct line of travel from the Broadway ferries and the new bridge to the seashore, benefiting the City at large, the Local Board of the Eighth District, Borough of Brooklyn, is of the opinion that in the opening of the said avenue The City of New York should bear at least one-third of the expense.

Inclosed is copy of petition.

Respectfully,
EDWARD M. GROUT, President of the Borough.

BOROUGH OF BROOKLYN, January 12, 1900.

Board of Public Improvements:

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following:

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York, that proceedings be initiated to open Midwood street, between Rogers avenue and Troy avenue, in the Borough of Brooklyn.

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York, that proceedings be initiated to open Hawthorne street, between Nostrand avenue and Albany avenue, in the Borough of Brooklyn.

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York, that proceedings be initiated to open New York avenue, between Church avenue and East New York avenue, in the Borough of Brooklyn.

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements, of The City of New York, that proceedings be initiated to open Martense street, between New York avenue and Flatbush avenue, in the Borough of Brooklyn.

Inclosed is copy of report from the Department of Sewers showing that it will be necessary to have the streets specified in the above resolutions opened in order that sewers may be constructed therein. Also copy of petition for the opening of Martense street, between New York and Flatbush avenues, and copy of protest against the opening of said street.

The above resolution for the opening of Martense street, between New York and Flatbush avenues, includes that portion of the street between Rogers and Nostrand avenues which the Local Board recommended for opening on December 1st (transmitted to you under date of December 4, 1899), and the Local Board requests that the above resolution be substituted for the resolution of December 1, 1899.

Respectfully,
EDWARD M. GROUT, President of the Borough.

The following communications from the President of the Borough of Brooklyn were referred to the Commissioner of Highways:

BOROUGH OF BROOKLYN, January 15, 1900.

Board of Public Improvements:

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following:

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, believes it to be for the public interest and required for the safety, health and convenience of the public that New York avenue, between Park place and Eastern Parkway, should be repaved with asphalt pavement, and it therefore requests that the Board of Public Improvements refer said matter to the Department of Highways for action.

Inclosed is a copy of petition.

Respectfully,
EDWARD M. GROUT, President of the Borough.

BOROUGH OF BROOKLYN, January 15, 1900.

Board of Public Improvements:

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following:

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby directs that the sidewalk opposite the lots lying on the north side of Dean street, between Buffalo avenue and Ralph avenue, known as Lots Nos. 73, 62, 65, 69, 53, 54, 60 and 61, Block 206, Twenty-fourth Ward Map, be flagged with bluestone flagging, five (5) feet in width, at the expense of the owner or owners of the said lots.

Resolved, That this resolution be forwarded to the Board of Public Improvements for its approval.

Inclosed is copy of report from the Department of Highways.

Respectfully,
EDWARD M. GROUT, President of the Borough.

BOROUGH OF BROOKLYN, January 15, 1900.

Board of Public Improvements:

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following:

Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, and deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that proceedings be initiated to grade and pave Caton avenue with asphalt pavement between Flatbush avenue and the Brighton Beach Railroad, in the Eighth Local Improvement District of the Borough of Brooklyn, and to set or reset curb and flag or reflag sidewalks of said street where not already done.

Inclosed are the following:

Copy of petition.

Copy of report from the Department of Highways.

Respectfully,
EDWARD M. GROUT, President of the Borough.

Borough of Brooklyn, January 12, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, and deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that proceedings be initiated to grade and pave Woodruff avenue with asphalt pavement between Flatbush avenue and Parade place, in the Eighth Local Improvement District of the Borough of Brooklyn, and to set or reset curb and flag or reflag sidewalks of said street where not already done."

Inclosed are the following :

Copy of petition.

Copy of report from the Department of Highways.

Respectfully,

EDWARD M. GROUT, President of the Borough.

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby directs that the lots lying on the south side of Greene avenue, between Nostrand avenue and Marcy avenue, known as Lots Nos. 101, 59, 60, 61 and 62, Block 52, Twenty-third Ward Map, be inclosed with a close board fence, six (6) feet high, at the expense of the owner or owners of the said lots.

"Resolved, That this resolution be forwarded to the Board of Public Improvements for its approval."

Inclosed is copy of report from the Department of Highways.

Respectfully,

EDWARD M. GROUT, President of the Borough.

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby directs that the sidewalk opposite the lot lying on the south side of Fulton street, between Troy avenue and Schenectady avenue, known as Lot No. E, Block 123, Twenty-third Ward Map, be flagged with bluestone flagging, five (5) feet in width, at the expense of the owner or owners of the said lot.

"Resolved, That this resolution be forwarded to the Board of Public Improvements for its approval."

Inclosed is copy of report from the Department of Highways.

Respectfully,

EDWARD M. GROUT, President of the Borough.

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, deeming it for the public interest so to do, hereby directs that the sidewalk opposite the lot lying on the east side of Sackman street, between Truxton street and Fulton street, known as Lot No. 29, Block 134A, Twenty-fifth Ward Map, be flagged with bluestone flagging, five (5) feet in width, at the expense of the owner or owners of the said lot.

"Resolved, That this resolution be forwarded to the Board of Public Improvements for its approval."

Inclosed is copy of report from the Department of Highways.

Respectfully,

EDWARD M. GROUT, President of the Borough.

The following communications from the President of the Borough of Brooklyn were read, and the matters were laid over :

Borough of Brooklyn, January 15, 1900

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, and deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that a sewer be constructed in Park place, between Troy avenue and Schenectady avenue, in the Borough of Brooklyn."

Inclosed are the following :

Copy of petition.

Copy of report from the Department of Sewers.

Respectfully,

EDWARD M. GROUT, President of the Borough.

(Copy.)

DEPARTMENT OF SEWERS—BOROUGH OF MANHATTAN,
Nos. 13 TO 21 PARK ROW,
NEW YORK, November 23, 1899.

Hon. EDWARD M. GROUT, President, Borough of Brooklyn :

DEAR SIR—Your communication of November 20, transmitting petition of Andrew H. Smith and others for the construction of a sewer in Park place, between Troy and Schenectady avenues, I beg to inform you that the estimated cost of the above improvement is \$1,300 and the assessed value of real estate within the probable area of assessment is \$15,100.

The above street has been legally opened.

Yours respectfully,

(Signed) JAS. KANE, Commissioner of Sewers.

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, and deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that a sewer be constructed in Sterling place (old Butler street), between Troy avenue and Schenectady avenue, in the Borough of Brooklyn."

Inclosed are the following :

Copy of petition.

Copy of report from the Department of Sewers.

Respectfully,

EDWARD M. GROUT, President of the Borough.

(Copy.)

DEPARTMENT OF SEWERS—BOROUGH OF MANHATTAN,
Nos. 13 TO 21 PARK ROW,
NEW YORK, November 23, 1899.

Hon. EDWARD M. GROUT, President, Borough of Brooklyn :

DEAR SIR—Your communication of November 20, transmitting petition of Andrew H. Smith and others for the construction of a sewer in Sterling place (old Butler street), between Troy and Schenectady avenues, Borough of Brooklyn, I beg leave to inform you that the estimated cost of the above improvement is \$1,300, and the assessed value of real estate within the probable area of assessment is \$14,540.

The above street has been legally opened.

Yours respectfully,

(Signed) JAS. KANE, Commissioner of Sewers.

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that a sewer basin be constructed on the southwest corner of Beverly road and East Fifteenth street, in the Borough of Brooklyn."

Inclosed are the following :

Copy of petition.

Copy of report from the Department of Sewers.

Respectfully,

EDWARD M. GROUT, President of the Borough.

(Copy.)

DEPARTMENT OF SEWERS—BOROUGH OF MANHATTAN,
Nos. 13 TO 21 PARK ROW,
NEW YORK, December 14, 1899.

Hon. EDWARD M. GROUT, President, Borough of Brooklyn :

DEAR SIR—Under date of December 8 I received a communication from your office, with copy of petition of Carl J. Roehr for the construction of a sewer basin on the southwest corner of Beverly Road and East Fifteenth street, Borough of Brooklyn.

In reply thereto I beg to inform you that the estimated cost of the above improvement is \$125, and the assessed value of the property within the probable area of assessment is \$4,000.

I am yours respectfully,

(Signed) JAS. KANE, Commissioner of Sewers

Borough of Brooklyn, January 15, 1900.

Board of Public Improvements :

GENTLEMEN—The Local Board of the Eighth District, Borough of Brooklyn, after hearing had at a meeting held on January 11, 1900, duly advertised, adopted the following :

"Resolved, That the Local Board of the Eighth District, Borough of Brooklyn, after hearing had this 11th day of January, 1900, and deeming it for the public interest so to do, hereby recommends to the Board of Public Improvements of The City of New York that a sewer basin be constructed at the northwest corner of Ocean avenue and Crooke avenue, in the Borough of Brooklyn."

Inclosed are the following :

Copy of petition.

Copy of report from the Department of Sewers.

Respectfully,

EDWARD M. GROUT, President of the Borough.

(Copy.)

DEPARTMENT OF SEWERS—BOROUGH OF MANHATTAN,
Nos. 13 TO 21 PARK ROW,
NEW YORK, November 23, 1899.

Hon. EDWARD M. GROUT, President, Borough of Brooklyn :

DEAR SIR—In reply to your communication of November 10, transmitting petition of W. H. Beardsley, for the construction of a sewer basin on the northwest corner of Ocean avenue and Crooke avenue, Borough of Brooklyn, I beg to inform you that the estimated cost for the above improvement is \$125, and the assessed value of real estate within the probable area of assessment is \$250,000.

Respectfully,

(Signed) JAS. KANE, Commissioner of Sewers.

COMMUNICATIONS FROM THE PRESIDENT OF THE BRONX.

The following communications from the President of the Borough of The Bronx were referred to the Commissioner of Water Supply :

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz. :

Resolved, That on petition of the Van Nest Property Owners' Association, the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements the establishment as soon as possible of the lines and grades of Madison street, from Morris Park avenue to Columbus avenue, through Columbus avenue to the Bear Swamp road ; and be it further

Resolved, That the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements that a water-main be laid in Madison street, from Morris Park avenue to Columbus avenue, through Columbus avenue to the Bear Swamp road, Borough of The Bronx, east of the Bronx river ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz. :

Resolved, That, on petition of James E. Hussey and others, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that a water-main be laid in East One Hundred and Eighty-second street, between Jerome avenue and Aqueduct avenue, and that fire hydrants be placed where necessary ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz. :

Resolved, That, on petition of Emil Ginsburger and others, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that a water-main be laid in Garden street, between Crotona avenue and Southern Boulevard, Borough of The Bronx ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz. :

Resolved, That, on petition of Nene Guidara and others, the Local Board, Twenty-first District, Borough of the Bronx, hereby recommends to the Board of Public Improvements the laying of a water-main in Brook avenue, between One Hundred and Seventieth street and Wendover avenue ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

The following communications from the President of the Borough of The Bronx were referred to the Commissioner of Public Buildings, Lighting and Supplies :

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz. :

Resolved, That, on petition of A. R. Conklin, the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements that two lamps be erected on Sixteenth avenue, east of Fourth street, in the former Village of Wakefield, Borough of The Bronx ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

Borough of The Bronx, New York City, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements :

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz. :

Resolved, That, on petition of M. J. Gaskin and others, the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements the lighting of Fourth street, Westchester, about two hundred feet from Union avenue, Borough of The Bronx ; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That, on petition of Wm. C. Holmes and others, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that a gas-main be laid, lamp-posts erected, gas-lamps placed, lighted and maintained in Park avenue, west side, between One Hundred and Eighty-second street and One Hundred and Eighty-third streets, Borough of The Bronx; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That, on petition of James E. Hussey and others, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that a gas-main be laid, lamp-posts erected, gas-lamps placed, lighted and maintained in East One Hundred and Eighty-second street (Andrews place), between Jerome avenue and Aqueduct avenue, Borough of The Bronx; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

The following communications from the President of the Borough of The Bronx were referred to the Chief Topographical Engineer:

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz.:

Whereas, A tentative street system or lay-out has been adopted for that section of the Borough of The Bronx lying east of the Bronx river; and

Whereas, The lines of the old road known as the Unionport road, have been shifted according to this adopted tentative plan; and

Whereas, The new lines of said Unionport road are shown to have direct connection with Bronx Park, the same being very essential in consequence of the long distance from that section to the nearest entrance to Bronx Park; therefore be it

Resolved, That the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements the preparation of a final map of said Unionport road from Bronx Park to the West Farms road be established and to apply for the appointment of Commissioners of Estimate and Assessment in connection therewith, and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President of the Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz.:

Whereas, A tentative street system or lay-out has been adopted for the section of Bronx Borough lying east of the Bronx river; and

Whereas, Westchester avenue is the most important thoroughfare on said lay-out or street system; and

Whereas, It is highly important that said avenue be placed upon the final maps, as suggested in the tentative plan, and its lines be finally fixed and determined; and

Whereas, The cost of acquiring title to said avenue will be increased by the cost of whatever improvements are placed along said Westchester avenue, as now used, in consequence of the fact that the final lines of said street have not been fixed; and

Whereas, Said section of The Bronx Borough east of the Bronx river is retarded in its growth and progress in consequence of this delay; therefore be it

Resolved, That the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements that preparation of a final map of said avenue, showing also the public places to be acquired by the City in connection therewith, and the grades of said Westchester avenue, from Bronx river to Westchester creek, and to apply for the appointment of Commissioners of Estimate and Assessment in connection therewith, and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz.:

Whereas, The Board of Public Improvements of The City of New York, has approved a map or plan showing the lines of West Farms road, between the New York, New Haven and Hartford Railroad, and the Bronx river; and

Whereas, The continuation of said West Farms road, as so adopted, extending from the New York, New Haven and Hartford Railroad to Main street, will run through a territory already built up, and continually growing; and

Whereas, The cost of acquiring title to the same for public use will be increased by the cost of whatever buildings are erected on the line of said street prior to the filing of a final map, and the vesting of title in the City; therefore be it

Resolved, That the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements the preparation of a final map of said portion of West Farms road, from the New York, New Haven and Hartford Railroad to Main street, made and filed, and to apply for the appointment of Commissioners of Estimate and Assessment to condemn said lands, and to direct that title to said street shall vest in the City as soon as possible, and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-second District, at its meeting January 11, 1900, viz.:

Whereas, A tentative street system or lay-out has been adopted for the section of the Bronx Borough lying east of the Bronx river; and

Whereas, Eastern Boulevard (or Sixth street), is to be one of the important thoroughfares in that section; and

Whereas, Said Eastern Boulevard (or Sixth street), has no connection at the westerly end to a main thoroughfare; and

Whereas, The cost of acquiring title to said Eastern Boulevard (or Sixth street), property necessary for the widening of the same will be increased by the cost of whatever improvements are placed along the lines of said Eastern Boulevard (or Sixth street), in consequence of the fact, that the final lines of said street have not been determined, fixed or title thereto has not been vested in the City;

Resolved, That the Local Board, Twenty-second District, hereby recommends to the Board of Public Improvements the preparation of a final map of said street as shown by the tentative plan of the Eastern Boulevard (or Sixth street), from Classon Point road to Westchester creek, and to apply for the appointment of Commissioners of Estimate and Assessment in connection therewith, and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President of the Borough.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That on petition of Maximilian Morgenthau and others, duly advertised and submitted the 11th day of January, 1900, the Local Board, Twenty-first District, hereby recommends to

the Board of Public Improvements, the change of grades in Lawrence avenue, extending from East One Hundred and Sixty-seventh street (Wolf street) to Lind avenue, and in Graham square, extending from said Lawrence avenue and running in a curvilinear direction of said Lawrence avenue, as shown on sketch prepared by H. H. Spindler, City Surveyor, accompanying this resolution, and bearing the stamp of the President of the Borough of The Bronx; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

The following communications from the President of the Borough of The Bronx were referred to the Commissioner of Highways:

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That, on petition of Otto Marx and others, duly advertised, and submitted the 11th day of January, 1900, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that East One Hundred and Sixty-third street be regulated and graded, curbstones set and sidewalks flagged a space four feet wide through the centre thereof, crosswalks laid, approaches built and fences erected where necessary, from Morris avenue to the Grand Boulevard and Concourse; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That, on petition of Charles H. Thornton and others, duly advertised, and submitted the 11th day of January, 1900, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that Clay avenue be regulated and graded, curbstones set and sidewalks flagged a space four feet wide through the centre thereof; crosswalks laid, approaches built and fences erected where necessary; and that the carriageway be paved with macadam between Park avenue and Webster avenue, Borough of The Bronx; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

The following communication from the President of the Borough of The Bronx was referred to the Commissioner of Sewers:

BOROUGH OF THE BRONX, NEW YORK CITY, January 11, 1900.

Hon. MAURICE F. HOLAHAN, *President, Board of Public Improvements*:

DEAR SIR—In accordance with section 384, chapter 378, Laws of 1897, I hereby certify that the following resolution was adopted by the Local Board, Twenty-first District, at its meeting January 11, 1900, viz.:

Resolved, That, on petition of Mary Dixon and others, duly advertised, and submitted the 11th day of January, 1900, the Local Board, Twenty-first District, hereby recommends to the Board of Public Improvements that a sewer and appurtenances be constructed in East One Hundred and Eighty-ninth street, from Belmont avenue to Arthur avenue, with branches in Arthur avenue, between East One Hundred and Eighty-seventh street and Pelham avenue, Borough of The Bronx; and that a copy of this resolution be transmitted forthwith to the said Board of Public Improvements.

Respectfully,

LOUIS F. HAFFEN, President, Borough of The Bronx.

COMMUNICATIONS FROM MUNICIPAL ASSEMBLY.

The following communications from the Municipal Assembly were referred to the Commissioner of Highways:

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Tompkins avenue, from Halsey street to Fulton street, be repaved with asphalt pavement on a concrete foundation without petition therefor, and that the curb be reset, new curbs being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Tompkins avenue, from Lafayette avenue to Halsey street, be repaved with granite-block pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Monroe street, from Stuyvesant avenue to Reid avenue, be repaved with asphalt pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Madison street, from Throop to Sumner avenue, be repaved with asphalt pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Putnam avenue, from Marcy avenue to Tompkins avenue, be repaved with asphalt pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that Reid avenue, from Lafayette avenue to Fulton street, be repaved with granite-block pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

IN MUNICIPAL ASSEMBLY.

The Local Board of the Eighth District, Borough of Brooklyn, having recommended to the Board of Public Improvements that McDonough street, from Stuyvesant avenue to Reid avenue, be repaved with asphalt pavement on a concrete foundation, without petition therefor, and that the curb be reset, new curb being supplied where needed, and that the sidewalks be reflagged where necessary.

Resolved, That a copy of this resolution be transmitted to the Board of Public Improvements, with a request that said Board at its earliest convenience approve said recommendation.

Adopted by the Council, December 19, 1899, a majority of all the members elected voting in favor thereof.

Adopted by the Board of Aldermen, December 22, 1899, a majority of all the members elected voting in favor thereof.

Received from his Honor the Mayor, January 9, 1900, without his approval or disapproval thereof; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

P. J. SCULLY, City Clerk.

MISCELLANEOUS.

The following protest against the proposed lay-out of Long Island City, was placed on file:
To the Board of Public Improvements of The City of New York:

GENTLEMEN—You will please take notice that I am the owner of the property known as "Miller's Hotel," situated on the corner of Borden avenue and Front street, in the Borough of Queens (Long Island City), and of the lot adjacent thereto on Front street occupied by P. J. Gleason, and of the lot on the corner of Front and Third streets, and that said lots are only 60 feet deep on Front street, of which lands a strip 40 feet deep is proposed to be taken off, along the east side of Front street, for the purpose of widening and improving Front street according to the proposed map thereof, now submitted to you for approval; that I am a taxpayer of said city, and that I protest against and object to said proposed improvement, and to the taking of my lands for such proposed improvement, upon the grounds and for the reasons, among others:

First—That the public interests do not require, and there is no necessity for said proposed improvement, or for the widening of Front street, or the taking of my property as proposed.

Second—That a new bridge over street could be erected at an expense of not to exceed \$30,000, as I am advised, that would accommodate the public travel and traffic and answer the present necessities of the city and accomplish the beneficial results sought to be obtained by the proposed improvement, and would save many thousands of dollars to the city, which at this time is not so situated as to justify the incurring of the enormous expense necessary to complete the proposed improvement.

Third—That my said property is now leased for a term of years as a hotel, at a large annual rental, and returns an income upon a large amount of money, and that said property is valuable for hotel purposes by reason of its location.

As it is only 60 feet deep on Front street, to take 40 feet therefrom would amount to a practical confiscation and appropriation of my entire property, as the remaining portion of 20 feet would be so shallow that it would be practically worthless for any purpose, and any award that is likely to be made would not compensate me for the destruction of said property. To take this property would result in serious inconvenience and loss to me, as said property came to me upon the settlement of an estate, charged by specific liens with the payment of life annuities to three ladies, and with the payment of a specified sum to minor children upon the termination of the life estate of another party therein, and at this time it would be extremely difficult to reinvest said money so as to protect the rights of the parties interested.

Fourth—If said street is to be widened, the land therefor might be taken from the west side thereof, with less expense, and without any serious inconvenience to property owners, as there is only one building on that side of the street with which it would interfere.

Fifth—If your Board should deem it for the public interest to make said improvements, and to take portions of my property therefor, then I respectfully submit that there is no necessity for taking forty feet of my property, but respectfully request that a portion at least of the land for widening said street be taken from the west side of the street, or that no more than twenty feet, or thirty feet, at the most, should be taken from my property, so that at least thirty feet might be left so that a building might be erected upon it.

All of which is respectfully submitted.

Dated CORTLAND, N. Y., December 26, 1899.

JANE A. MURRAY.

By KELLOGG & VAN HOESSEN, her attorneys, Cortland, N. Y.

The following communication in regard to closing DeBruyn's lane, Borough of Brooklyn, was placed on file:

BOROUGH OF BROOKLYN, NEW YORK CITY, January 11, 1900.

The Board of Public Improvements of The City of New York:

GENTLEMEN—I inclose herewith for your perusal a copy of a letter sent by me to the Corporation Counsel.

Yours, very respectfully,

G. E. WALDO, Commissioner of Records.

(Copy.)

BOROUGH OF BROOKLYN, NEW YORK CITY, January 11, 1900.

Hon. JOHN WHALEN, Corporation Counsel:

DEAR SIR—Some days since I noticed in the "Daily Press" a purported opinion from your office, in which you are reported to have held "That DeBruyn's lane, in New Utrecht, was opened as a private way when New York was first settled, the expense of opening it being borne by DeBruyn over whose land it passed, and now that it is to be abandoned the Corporation Counsel holds that the land should become the property of DeBruyn's successors and assigns."

The matter has been looked up by Superintendent Mossrop, of this office, and all the evidence here tends to prove that DeBruyn's or Brown's lane, was in use as a lane and road from the bay or river to the Kings highway prior to 1664, long before DeBruyn owned any property in this vicinity. DeBruyn purchased on June 4, 1665, from Nicholas Stillwell, the land granted by Governor Keft to Anthony Jansen, May 27, 1643.

De Bruyn's lane, in addition to passing along the boundary of DeBruyn's land, also passes along plantations numbered 1 to 9, the Church and other lands. These plantations were laid out prior to January, 1660. This lane was the way out from the river or bay to the Kings highway; all the evidence tends to show that DeBruyn's lane was in use during the reign of the early Dutch Governors.

The Road Records for the Town of New Utrecht, which were made up in the early part of 1700, confirms DeBruyn's lane in these words, "To be 2 rods wide as the way now is in use." So far as the investigation in this office has gone, it would appear that DeBruyn's lane was an old Dutch road before the English took possession.

Some years ago I had occasion to investigate the question of the fee of old Dutch roads, and I then came to the conclusion that in cases of all such roads, the fee having been in the Dutch

Government, it passed to the English Crown, from the Crown to the State of New York, and from the State of New York to the City authorities—so that the fee of DeBruyn's lane is probably at this time in The City of New York in all cases where there has been no grant from the City.

Yours, very respectfully,

G. E. WALDO, Commissioner of Records.

The following communication from the Department of Health was referred to the President of the Borough of Manhattan:

DEPARTMENT OF HEALTH, NEW YORK, January 11, 1900.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

SIR—At a meeting of the Board of Health of the Department of Health, held January 10, 1900, it was

Resolved, That a copy of the report of the Chief Sanitary Inspector in respect to the dangerous condition of vacant lot No. 15 West One Hundred and Fifteenth street, Borough of Manhattan, be forwarded to the Board of Public Improvements, with the request that, for sanitary reasons, the Department of Highways be authorized and directed to have said lot fenced.

A true copy.

C. GOLDBERMAN, Secretary pro tem.

DEPARTMENT OF HEALTH, NEW YORK, January 3, 1900.

To the Assistant Sanitary Superintendent:

SIR—On complaint of a citizen, an inspection was made of the vacant lot at No. 15 West One Hundred and Fifteenth street, and the same was found unfenced and in a dangerous condition. An order (No. 26,076) was issued on July 7, 1899, against the reputed owner, and subsequently against various parties, requiring the lot to be properly fenced. All of these parties disclaimed responsibility, or disregarded the requirements of the order.

As all means at the disposal of this Department to secure compliance with the order have been exhausted, I would recommend that the Board of Public Improvements be requested to authorize the Department of Highways to fence said lot.

Respectfully submitted,

(Signed) M. B. FEENEY, M. D., Chief Sanitary Inspector.

A true copy.

C. GOLDBERMAN, Secretary pro tem.

The following communications were referred to the Chief Topographical Engineer:

To the Honorable the Board of Public Improvements of The City of New York:

The undersigned, owners of certain premises assessed for benefit by reason of the opening of Wendover avenue, from Third to Fulton avenue, respectfully show:

1. That Wendover avenue, from Third avenue to Fulton avenue, and from Boston road to the eastern line of Crotona Park, was directed to be opened by resolution of the Board of Street Opening and Improvement of The City of New York, passed on the 16th day of October, 1898.

That thereafter such steps were taken that Commissioners of Estimate and Assessment were appointed in proceedings to open said Wendover avenue, from Third avenue to Fulton avenue, and filed their report in the Bureau of Street Openings, Law Department, of The City of New York, on the 25th day of July, 1899.

2. That in and by their said report the said Commissioners awarded to the owners of the land taken for opening Wendover avenue, between Third avenue and Fulton avenue, the sum of \$31,603.20, and to the owners of land taken between Boston road and the eastern line of Crotona Park the sum of \$27,980.33.

3. That said Wendover avenue, to the through and practically the only approach to Crotona Park, which park faces the easterly terminus of said Wendover avenue at Fulton avenue, the westerly terminus thereof.

Said Wendover avenue extends westerly from Fulton avenue to Webster avenue facing at its westerly terminus Claremont Park. That said avenue is of a width of 100 feet for the whole of its length.

That Wendover avenue, from Third avenue to Webster avenue, is regulated and graded and is in all respects used as a public street, but that Wendover avenue east of Third avenue is not yet regulated and graded.

That said Wendover avenue, from Webster avenue to Fulton avenue, is designated to be a parkway and a connecting link between Claremont Park and Crotona Park; is necessarily of a width of 100 feet for that purpose, and is the only street 100 feet in width east of Webster avenue in the Borough of The Bronx, between East One Hundred and Sixty-third street and Pelham avenue.

That the cost of acquiring the said street to a width of 100 feet east of Webster avenue imposes a grievous burden upon the lands of your petitioner, and that if said assessments are confirmed, the cost of acquiring title to said Wendover avenue will virtually amount to confiscation on your petitioners' lands.

That the Board of Revision and Correction of Assessment Lists has within the past six months assumed 40 per cent. of the assessment for regulating Wendover avenue west of Third avenue, and imposed said 40 per cent. upon the City at large.

Your petitioners therefore pray that at least three-fourths of the cost of acquiring said Wendover avenue, from Third avenue to Fulton avenue, and from Boston road to the eastern line of Crotona Park should be borne by The City of New York, and that only the remaining one-fourth thereof shall be assessed upon private property.

They therefore pray a hearing before your Honorable Board in support of this application, and an opportunity to present such further evidence and argument as your Honorable Board may deem proper.

Dated NEW YORK, December 2, 1899.

	Assessed.
Edward J. Foley owns 1 lot.....	\$1,657 90
P. J. H. Whittaker owns 3 lots.....	4,124 50
P. J. H. Whittaker owns 1 lot.....	2,035 75
Nathan B. Levin owns 2 lots.....	3,774 20
Allen L. Mondecari owns 5 lots.....	2,253 40

HAWKE & FLANNERY,

Attorneys for Petitioners, No. 66 Broadway, New York City.

To the Board of Public Improvements, Honorable MAURICE F. HOLAHAN, President:

The petition of the undersigned respectfully shows:

That your petitioners are the owners of certain lands, with the improvements thereon, situated between One Hundred and Eighty-fifth and One Hundred and Eighty-sixth streets, Amsterdam and Audubon avenues.

That your petitioners' lands have been improved by the erection of eighteen first-class private houses abutting upon the street, laid out by the grantor of your petitioners, between Amsterdam and Audubon avenues, and known as Washington terrace.

That this street, and the improvements under and upon it, has been dedicated to public uses and the lands and improvements fronting thereon have been taxed as individual parcels upon said street.

That your petitioners are desirous of receiving the benefits to accrue by reason of the enhanced valuation of their premises on this street, and to that end pray that your Honorable Board will take the necessary proceedings to establish the title in the City of New York to the lands within the lines of said street by laying out the same between One Hundred and Eighty-fifth and One Hundred and Eighty-sixth streets.

And your petitioners will ever pray, etc.

PERCIVAL J. H. WHITTAKER.

ISMA SCHREYER.

MOSES BACHMAN.

Hon. MAURICE F. HOLAHAN, President, Board of Public Improvements:

DEAR SIR—We, the property-owners of Kingsbridge, desire to protest against the proposed extension of Putnam avenue, from Two Hundred and Thirty-first to Two Hundred and Thirty-third streets, running parallel to Broadway, as unnecessary, owing to the fact of being only about 150 feet east of Broadway, and also that the raise of grade of said avenue of about twenty-five feet would close the source of drainage of adjacent property, and on account of its nearness to Broadway is entirely unnecessary and useless for any business purposes, and only wanted by one or two interested parties, while a large majority of the adjacent taxpayers are opposed to it.

PETER H. MURRAY and eleven others.

The following communications were referred to the Commissioner of Water Supply:

To the Board of Public Improvements, No. 21 Park row, N. Y.:

GENTLEMEN—We, the undersigned taxpayers and residents residing in the old Town of Flushing and Jamaica, do respectfully petition your Honorable Body to grant permission to the Citizens' Water Supply Company to lay its mains on Union turnpike and Lots lane to supply the residents with water, as we are without the same.

JOHN HOFFMAN, P. O. Box 3, Richmond Hill, N. Y., and others.

UNION LAND AND IMPROVEMENT COMPANY,
804 REAL ESTATE EXCHANGE, No. 189 MONTAGUE ST.,
BROOKLYN, NEW YORK, January 5, 1900.

Mr. JOHN H. MOONEY, Secretary of the Board of Public Improvements, New York City:

DEAR SIR—I hereby present petition for the water on our Forest Parkway property. If it is necessary or advisable for representatives of the company to be present when this matter comes up before the Board, kindly advise me.

Yours truly,
DEAN ALVORD.

To the Honorable Board of Public Improvements, City of New York:

The undersigned, your petitioner, a corporation duly organized under the laws of the State of New York, with its principal office at No. 189 Montague street, Brooklyn, respectfully represents: That it is now and has for eight years been the owner of a tract of land lying between Jamaica avenue and Forest parkway and adjacent to the principal entrance to Forest Park.

That the property during these years has been unimproved and unproductive, thus locking up a large amount of capital.

That last year your petitioner spent large sums of money grading said property, laying out streets, building cement sidewalks, curbs and gutters.

That after making preparations for the building of a large number of detached houses, all the plans of your petitioner were interrupted by the refusal of the Woodhaven Water Company to lay the water-pipe necessary for building purposes or for household consumption, the ground of the refusal being the City's failure to carry out an alleged contract with said water company.

Your petitioner during last year applied for relief, but in vain, to the Committee of Water Supply and to every other City department supposed to have jurisdiction. This year the matter has again been taken up with the same result, and your petitioner is prevented from making extensive improvements which would increase the taxable property of Queens County by a large sum.

Notwithstanding the utter inability of this company to improve its property under the present conditions, the assessment upon its real estate has been nearly doubled.

Your petitioner therefore prays your Honorable Body for such relief as will enable it to improve its property by having water put through its streets which are shown upon the map attached hereto.

UNION LAND AND IMPROVEMENT COMPANY.
FREDERICK W. ROWE, Secretary.
DEAN ALVORD, Treasurer and Manager.
WM. J. WHEELER, Vice-President.
CHAS. B. WHEELER, Director.

RESOLUTIONS.

The President of the Board presented the following resolution:

Resolved, That the Chief Topographical Engineer of the Board of Public Improvements be and is hereby designated to represent this Board at the Paris Exposition of 1900 and take full charge of the Map of The City of New York, and such other exhibits of the Topographical Bureau prepared for exhibition purposes, and that he furnishes this Board, upon his return, with a full report of his observations on similar exhibits from other countries, together with such remarks on Public Improvements in general as, in his opinion, would be beneficial to the future development of The City of New York.

The President of the Borough of Brooklyn moved to lay the matter on the table.

The motion was lost.

The President of the Borough of Brooklyn then rose to a point of order, claiming that there was no authority under the Charter for the Board to authorize the expenditure of money for such a purpose.

The point of order was not well taken.

The question was on the resolution, which was adopted by the following vote:

Affirmative—Comptroller, Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Bridges and President of the Board.

Negative—None.

The Commissioner of Bridges presented the following resolution:

Whereas, Chapter 942 of the Laws of 1896, adopted by the Legislature apparently as a general law, applies to and affects only Suffolk County, and is intended to prohibit the use of water to the supply system of the Borough of Brooklyn, notwithstanding the established fact that such supply system is in need of water and that the waste alone occurring in Suffolk County would, if housed, relieve Brooklyn of the danger threatening it from time to time from a lack of a sufficient supply of pure and wholesome water; and

Whereas, There is now pending in the Legislature of the State a bill to repeal said chapter 942, Laws of 1896, to the end that the waters of Suffolk County not necessary for its people may be used by the people of the Borough of Brooklyn, instead of being wasted, as now;

Resolved, That this Board recommends the passage of said repealing Act without delay.

The Commissioner of Water Supply moved to lay the matter over for one week and refer it to him for investigation and report.

The motion was lost by the following vote:

Affirmative—Commissioner of Water Supply, Commissioner of Highways and President of the Board—3.

Negative—Comptroller, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges and President, Borough of Brooklyn—6.

The resolution was then adopted by the following vote:

Affirmative—Comptroller, Commissioner of Water Supply, Commissioner of Highways, Commissioner of Street Cleaning, Commissioner of Sewers, Commissioner of Public Buildings, Lighting and Supplies, Commissioner of Bridges, President of the Borough of Brooklyn and President of the Board.

Negative—None.

Adjourned.

Attest:

JOHN H. MOONEY, Secretary.

POLICE DEPARTMENT.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
No. 300 MULBERRY STREET,
NEW YORK, February 16, 1900.

Supervisor of the City Record:

SIR—The following appointments, etc., in this Department, from February 9 to date, are forwarded for publication in the CITY RECORD, pursuant to resolution adopted by the Police Board on January 10, 1898:

Appointed as Patrolmen on Probation.

William H. Tiernan, No. 27 East Twenty-ninth street.
Patrick O'Brien, No. 300 West One Hundred and Forty-eighth street.
Howard W. Gifford, No. 47 Park place, New Rochelle.
Charles P. Vosburgh, No. 1232 Hoe avenue.

Probationary Patrolmen Appointed Patrolmen.

George A. Brown,	Jeremiah A. Buckley,	Edwin D. Brosnan,
John P. Crowley,	Albert J. Carr,	Thomas Donegan,
William Fitzgerald,	Frank M. Graham,	Ernest Harbordt,
Melvin Harvey,	John C. Kluber,	Michael Larney,
Ralph Micelli,	James McLaughlin,	John McMurray,
John O'Connor,	Martin J. Perkinson,	Edward Sheridan,
Henry Storchmann,	Eugene J. Shea,	Joseph Smith,
Anton Svarc,	Benjamin F. Siebelt,	John E. Walsh,
John F. Williams,	Cornelius W. Willemse,	Thomas Walsh.

Respectfully,

WM. H. KIPP, Chief Clerk.

MUNICIPAL CIVIL SERVICE COMMISSION.

MUNICIPAL CIVIL SERVICE COMMISSION OF THE CITY OF NEW YORK,
NEW CRIMINAL COURT BUILDING,
CENTRE, ELM, FRANKLIN AND WHITE STREETS,
NEW YORK, February 15, 1900.

Supervisor of the City Record:

DEAR SIR—In accordance with the requirements of section 284 of the Charter, I herewith transmit, for publication in the CITY RECORD of February 17, a list of applications received since February 8, for appointment to the position of Patrolman.

Respectfully yours,

LEE PHILLIPS, Secretary.

Patrolmen.

NAME.	ADDRESS.	OCCUPATION.
William McBain.....	106 Bradhurst avenue, Bronx.....	Plumber.
William M. Curley.....	170 East One Hundred and Third street, Manhattan....	Conductor.
Patrick Sullivan.....	126 West Forty-ninth street, Manhattan.....	Coachman.
Floyd L. Smith.....	361 West Forty-second street, Manhattan.....	Skating instructor.
Harry Straus.....	587 Lexington avenue, Manhattan.....	Butcher.
William Saberski.....	175 Henry street, Manhattan.....	Real estate.
Richard T. Ahearn.....	1306 Union avenue, Bronx.....	Steam fitter.
William Cotter.....	223 East Seventy-sixth street, Manhattan.....	Stone cutter.
Hugh H. Peden.....	220 West Sixty-seventh street, Manhattan.....	Coachman.
John F. Lutz.....	601 East One Hundred and Thirty-third street, Bronx.....	Stone cutter.
William Hopkins.....	1030 East One Hundred and Sixty-ninth street, Bronx.....	Carpenter.
William T. McKelvey.....	107 West One Hundred and Twenty-seventh street, Manhattan.....	Driver.
Cornelius A. Mulcahy.....	104 East One Hundred and Second street, Manhattan.....	Lamp packer.
Norman Wm. Coffill.....	20 Puanhassit place, Brooklyn.....	Farmer.
Thomas Condon.....	709 Ninth avenue, Manhattan.....	Switchman.
George W. Koch.....	241 Shoeleather street, Queens.....	Shipping clerk.
Gustav Fackelman.....	Maspeth, L. I., Queens.....	Groceries.
Michael Joseph Cahill.....	352 West Twenty-third street, Manhattan.....	Waiter.
Dennis T. O'Keefe.....	94 Varick street, Manhattan.....	"
Benjamin F. Brackett.....	15 East Fourteenth street, Manhattan.....	Custodian.
John J. Donnellon.....	14 Marcy avenue, Brooklyn.....	Sugar sampler.
Homer H. Selby.....	451 Fourth avenue, care of Daly, Manhattan.....	Manager.
John J. Shanahan.....	144 East Forty-eighth street, Manhattan.....	Keeper.
William T. Dean.....	318 West Thirty-fifth street, Manhattan.....	Porter.
Arthur B. Fulton.....	354 East Forty-first street, Manhattan.....	Clerk.
Francis I. Armitage.....	Catherine street, Wakefield, N. Y.....	Switchman.
Augustin A. Breton.....	303 East Ninety-fourth street, Manhattan.....	Clerk.
John C. McGovern.....	431 East Twenty-sixth street, Manhattan.....	Nurse.
Robert J. McLaughlin.....	210 Kent street, Brooklyn.....	Solderer.
Christopher Kogel.....	128 Summerfield street, Evergreen, Queens.....	Butcher.
Julius H. Brehme.....	24 St. Nicholas place, Manhattan.....	Real estate broker.
Godfrey Knobloch.....	175 East Seventy-fourth street, Manhattan.....	Blacksmith.
Thomas F. Smyth.....	17 Sycamore street, Brooklyn.....	Butcher.
Thomas F. Doody.....	58 Middagh street, Brooklyn.....	Clerk.

BOARD OF CITY RECORD.

MAYOR'S OFFICE, CITY HALL,
NEW YORK, TUESDAY, 3 P. M., January 23, 1900.

The Hons. Robert A. Van Wyck, Mayor; Bird S. Coler, Comptroller, and John Whalen, Corporation Counsel, the officers designated by section 1526, chapter 378, Laws of 1897, met this day.

The minutes of the meetings of January 10, 11, 16 and 18 inst. were approved as printed.

In accordance with the instructions of the Board given at a meeting held January 18, 1900, the Supervisor presented the following tabulation of bids received for "supplying stationery for the use of the courts and the departments and bureaus of The City of New York during 1900":

Stationery.

	THE L. W. AHRENS STATIONERY CO.	THE JORDAN STATIONERY CO.	MICHAEL CAVANAGH.	THE J. W. PRATT CO.
7. Blotting paper.....	\$2,587 26	\$2,510 19	.....	.....
7. Pins.....	433 46	451 65	\$427 30	.....
7. Inks.....	3,585 71	3,835 74	4,070 75	.....
9. Pens.....	2,257 29	3,429 97	2,507 43	.....
12. Rubber bands.....	5,742 06	.....	5,670 28	.....
14. Pencils.....	3,579 69	.....	3,944 29	.....
18. Penholders.....	934 71	912 12	1,059 41	.....
20. Sponges.....	80 98	93 60	158 88	.....
20. Sponge cups.....	58 74	57 35	68 02	.....
21. Mucilage reservoirs.....	358 20	.....	478 52	.....
21. Tape.....	327 10	.....	313 47	.....
21. Inkstands.....	933 52	1,060 47	1,023 58	.....
22. Mucilage.....	869 38	946 25	964 00	.....
22. Shears.....	390 27	437 19	424 00	.....
22. Rubber erasers.....	526 31	508 21	.....	.....
24. Steel erasers.....	720 58	796 85	813 64	.....
24. Twine.....	324 27	.....	312 35	.....
25. Paper fasteners.....	896 62	876 64	.....	.....
26. Wrapping paper.....	1,734 00	1,691 73	1,752 25	.....
26. Rulers.....	586 24	562 55	669 54	.....
27. Miscellaneous.....	427 42	.....	412 48	.....
27. Seals.....	89 25	.....	103 55	.....
28. Oil and rubber sheets.....	83 81	50 85	.....	.....
28. Clips, files, etc.....	3,016 45	3,240 33	3,371 07	.....
30. Paper weights.....	172 03	169 38	171 86	.....
31. Paper and envelopes.....	22,100 37	23,205 25	.....	\$24,585 18
NEW YORK COUNTY.				
56. Blotting paper.....	246 85	234 25	.....	.....
56. Pins.....	28 94	32 70	.....	.....
56. Inks.....	359 10	.....	.....	.....
57. Pens.....	310 38	323 40	.....	.....
57. Rubber bands.....	387 39	.....	.....	.....

	THE L. W. AHRENS STATIONERY CO.	THE JORDAN STATIONERY CO.	MICHAEL CAVANAGH.	THE J. W. PRATT CO.		THE L. W. AHRENS STATIONERY CO.	THE JORDAN STATIONERY CO.	MICHAEL CAVANAGH.	THE J. W. PRATT CO.
58. Pencils.....	\$331 92				79. Sponges.....	\$1 25			
58. Penholders.....	103 65				79. Sponge cups.....	68			
59. Sponges.....	11 94				79. Mucilage reservoirs.....	2 84			
59. Sponge cups.....	12 81	12 25			79. Tape ribbon and taffeta.....	15 18			
59. Mucilage reservoirs.....	48 14				79. Inkstands.....	25 93			
59. Tape ribbon and taffeta.....	510 45				80. Mucilage.....	12 06			
59. Inkstands.....	139 24				80. Shears.....	12 67			
60. Mucilage.....	96 75	\$109 40			80. Rubber erasers.....	7 00			
60. Shears.....	20 66				80. Steel Ink erasers.....	14 27			
60. Rubber erasers.....	116 20	112 72			80. Twine.....	4 72			
60. Steel ink erasers.....	75 73				81. Paper fasteners, etc.....	11 54			
61. Twine.....	16 92				81. Wrapping paper.....	9 50			
61. Paper fasteners.....	119 37	114 87			81. Rulers.....	2 49			
61. Wrapping paper.....	63 65	61 97			81. Miscellaneous.....	5 46			
61. Rulers.....	51 02				81. Clips, files, etc.....	8 87			
61. Miscellaneous.....	33 84				82. Paper weights.....	4 65			
62. Clips, files, etc.....	791 08				82. Seals.....	2 07			
62. Seals.....	33 51				82. Paper and envelopes.....	234 15	\$274 22		
62. Paper and envelopes.....	786 62	919 99							
KINGS COUNTY.									
64. Blotting paper.....	83 54	82 25							
64. Pins.....	16 04	17 40							
64. Inks.....	180 12								
64. Pens.....	213 62								
65. Rubber bands.....	264 74								
66. Pencils.....	131 06								
66. Penholders.....	28 39								
67. Sponges.....	2 10								
67. Sponge cups.....	3 59								
67. Mucilage reservoirs.....	6 34								
67. Tape ribbon and taffeta.....	117 06	114 20							
67. Inkstands.....	46 16	49 50							
68. Mucilage.....	18 29								
68. Shears.....	21 66								
68. Rubber erasers.....	23 34								
68. Erasers.....	61 08								
68. Twine.....	9 28								
69. Paper fasteners.....	52 05								
69. Wrapping paper.....	41 32	40 24							
69. Rulers.....	42 36								
69. Miscellaneous.....	6 34								
69. Oil and rubber sheets.....	2 83								
70. Clips, files, etc.....	6 77								
70. Seals.....	1,238 39	1,454 50							
70. Paper and envelopes.....									
QUEENS COUNTY.									
72. Blotting paper.....	13 61								
72. Pins.....	6 74								
72. Inks.....	19 20								
72. Pens.....	11 81								
73. Rubber bands.....	30 36								
73. Pencils.....	18 89								
73. Penholders.....	11 98								
73. Sponges.....	1 85								
73. Sponge cups.....	1 31								
74. Mucilage reservoirs.....	3 00								
74. Tape, ribbon and taffeta.....	40 34								
74. Inkstands.....	19 42								
74. Mucilage.....	3 32								
74. Shears.....	4 82								
74. Rubber erasers.....	5 72								
74. Steel ink erasers.....	2 62								
75. Twine.....	2 32								
75. Paper fasteners.....	3 46								
75. Wrapping paper.....	17 10	16 65							
75. Rulers.....	5 57								
75. Miscellaneous.....	6 87								
75. Clips, Files, etc.....	24 00								
75. Paper Weights.....	2 47								
75. Seals.....	1 03								
76. Paper and Envelopes.....	648 57	716 92							
RICHMOND COUNTY.									
77. Blotting Paper.....	19 40	19 00							
77. Pins.....	2 46								
77. Inks.....	36 35								
77. Pens.....	7 61								
78. Rubber Bands.....	58 33								
78. Pencils.....	34 32								
79. Penholders.....	15 07								
TOTALS.									
City Departments, etc.....	\$38,066 50	\$7,288 17	\$7,135 88						\$52,490 55
New York County.....	4,137 28	536 06							4,673 34
Kings County.....	2,374 79	236 69							2,611 48
Queens County.....	889 28	16 65							905 93
Richmond County.....	529 47	19 00							548 47
Total.....	\$45,997 32	\$8,096 57	\$7,135 88						\$61,229 77

The Supervisor stated that the lowest bid received for supplying stationery for the County offices and courts in Kings County was in excess of the balance of the amount appropriated to the Board of City Record by the Board of Estimate and Apportionment for said County.

On motion of the Mayor and by the concurrent action of all the members of the Board, the following resolution was adopted:

Resolved, That all the bids and proposals received for furnishing stationery for the use of the offices in Kings County be rejected, for the reason that the aggregate of the lowest bid is in excess of the amount appropriated to the Board of City Record for supplying the offices of said Kings County, and that the Supervisor of the City Record be directed to procure needed supplies for the said offices to an amount not in excess of the total amount available, and at prices not higher than those named in the lowest bid.

On motion of the Corporation Counsel and by the concurrent action of all the members of the Board, the following was adopted:

Resolved, That the bid of Michael Cavanagh for supplying stationery for the use of the courts and the departments and bureaus of the Government of The City of New York during 1900 be and it hereby is rejected, it being for the best interests of the City that such course be adopted.

On motion of the Corporation Counsel and by the concurrent action of all the members of the Board, the following resolution was adopted:

Resolved, That contracts for supplying stationery for the use of the courts and the departments and bureaus of the Government of The City of New York during 1900 be and are hereby awarded, under the terms of the specifications formulated by this Board, to the lowest bidders as named below, at the prices given in their respective estimates and submitted to and accepted by this Board, and that the Supervisor of the City Record be and he hereby is directed to notify the said contractors of the award of these contracts; and be it further

Resolved, That the parties to whom these contracts have been awarded be required to furnish securities acceptable to the Comptroller, in time for the final execution of these contracts, within the specified time from the receipt of the notice of this award.

TO THE L. W. AHRENS STATIONERY AND PRINTING COMPANY.

For City Departments, etc.—
Inks, pens, pencils, sponges, mucilage reservoirs, inkstands, mucilage, shears, steel erasers, seals, oil and rubber sheets, clips, files, etc., and paper and envelopes.

For New York County—
Pins, inks, pens, rubber bands, pencils, penholders, sponges, mucilage, reservoirs, tape, ribbon and taffeta, inkstands, mucilage, shears, steel ink erasers, twine, rulers, miscellaneous, clips, files, etc., seals and paper and envelopes.

For Queens County—
Blotting paper, pins, inks, pens, rubber bands, pencils, penholders, sponges, sponge cups, mucilage reservoirs, tape, ribbon and taffeta, inkstands, mucilage, shears, rubber erasers, steel ink erasers, twine, paper fasteners, rulers, miscellaneous clips, files, etc., paper weights, seals, and paper and envelopes.

For Richmond County—
Pins, inks, pens, rubber bands, pencils, penholders, sponges, sponge cups, mucilage reservoirs, tape, ribbon and taffeta, inkstands, mucilage, shears, rubber erasers, steel ink erasers, twine, paper fasteners, etc., wrapping paper, rulers, miscellaneous, clips, files, etc., paper weights, seals and paper and envelopes.

Amount..... \$43,622 53

TO THE JORDAN STATIONERY COMPANY.

For City Departments, etc.—
Blotting paper, penholders, sponge cups, rubber erasers, paper fasteners, wrapping paper, rulers and paper weights.

For New York County—
Blotting paper, sponge cups, rubber erasers, paper fasteners and wrapping paper.

For Queens County—
Wrapping paper.

For Richmond County—
Blotting paper.

Amount..... 7,859 88

Resolved, That the contract for furnishing the stationery supplies called for by the various departments, courts, etc., of The City of New York, as scheduled in the rejected estimate of Michael Cavanagh, be and the same is hereby awarded to the next lowest bidder, viz.:

TO THE L. W. AHRENS STATIONERY AND PRINTING CO.

For City Departments, etc.—
Pins, rubber bands, tape, twine and miscellaneous supplies.

Amount..... 7,254 31

Total amount of contract..... \$58,736 72

On motion of the Mayor and by the concurrent action of all the members of the Board, the following was adopted:

Resolved, That the Supervisor of the City Record be and he hereby is directed to forward to the Corporation Counsel, for final approval as to form, three copies each of the contracts above awarded.

Adjourned.

WM. A. BUTLER, Secretary.

BOARD OF ASSESSORS.

OFFICE BOARD OF ASSESSORS,
No. 320 BROADWAY, NEW YORK,
February 14, 1900.

Meeting of the Board of Assessors, held February 13, 1900, at 11 A. M.
Present—Assessors Edward McCue (President), Edward Cahill, Thomas A. Wilson and John B. Meyenborg.

Minutes of the meeting of February 6, 1900, read and approved.
The following communications were received and placed on file:
From the Department of Highways, dated February 6, 1900—Returning assessment for regulating and paving Eagle avenue.

From Chief Engineer Asserson of Department of Sewers, Brooklyn, dated February 7, 1900—Transmitting petition for construction of sewer-basin on First avenue and Fifty-fifth street, Borough of Brooklyn.

The assessment lists hereinafter named having been duly advertised, and no objections received, were declared confirmed and ordered transmitted to the Comptroller for entry and collection.

Borough of The Bronx.

Sewer and appurtenances in Marcher avenue from Jerome avenue to East One Hundred and Sixty-ninth street; in East One Hundred and Sixty-eighth street, between Marcher avenue and Summit east of Ogden avenue, and in East One Hundred and Sixty-ninth street, between Ogden and Marcher avenues.

Sewer and appurtenances in East One Hundred and Thirty-eighth street from the existing sewer in Railroad avenue, East, to the Mott Haven canal.

Paving St. Ann's avenue from the Southern Boulevard to One Hundred and Thirty-eighth street with asphalt pavement.

Regulating, grading, curbing, flagging, laying crosswalks, building approaches, etc., in One Hundred and Fifty-eighth street from River avenue to Walton avenue.

Borough of Manhattan.

Flagging and reflagging and recurbing north side of Ninety-first street between Amsterdam avenue and the Boulevard.

Flagging and reflagging and curbing west side of One Hundred and Thirty-seventh street 200 feet west and east respectively from the northeast corner of One Hundred and Thirty-seventh street and Lenox avenue, and the northeast corner of Seventh avenue and One Hundred and Thirty-seventh street.

Flagging and reflagging and curbing southwest corner of the Boulevard and One Hundred and Eighth street extending 100 feet on the street and 100 feet on the avenue.

Flagging and reflagging, curbing and recurbing north side of One Hundred and Forty-second street, beginning 200 feet east of Eighth avenue and extending east 100 feet.

Flagging and reflagging north side of Ninety-second street, beginning at a point 275 feet east of First avenue and running thence about 125 feet.

Borough of Brooklyn.

Flagging north side of Decatur street, between Howard and Saratoga avenues; east side of Howard avenue, between Decatur and McDonough streets, and on the west side of Saratoga avenue, between Decatur and McDonough streets.

Objections were filed by John C. Shaw and C. C. Ferris, attorneys, to the assessment for regulating and grading Jerome avenue from Elliott street to Wolf place, and hearing was adjourned until February 20, 1900, at 11 A. M.

In the matter of the assessment for flagging and reflagging, etc., Thirty-fourth street from the East river to the North river, objections were filed by John C. Shaw, attorney, and hearing was set down for February 20, 1900, at 11 A. M.

Gumbleton & Hottenroth, attorneys, filed deeds in certain claims for regulating and grading Marcher avenue and Spring place, and withdrew notice of appearance in other claims filed by them on Marcher avenue.

Hearing of the claims filed for damages caused by change of grade of Eagle and Ogden avenues were adjourned until February 20, 1900, at 11 A. M.

C. V. Gabriel, attorney, filed deed in claim for damages caused by change of grade of East One Hundred and Sixty-ninth street.

The Board apportioned the assessment list for sewers in Longwood avenue and in Tiffany street, Borough of The Bronx, giving credit to the section already assessed in the Tiffany street sewer, and ordered the list advertised.

The Secretary was directed to return the assessment list and copy for sewer-basin at southwest corner of Fifty-fifth street and First avenue, Borough of Brooklyn, to the Department of Sewers, for more specific information as to lots benefited by said basin.

Adjourned.

WM. H. JASPER, Secretary.

DEPARTMENT OF CORRECTION.

REPORT OF TRANSACTIONS, JANUARY 29 TO FEBRUARY 3, 1900.

Communications Received.

From Penitentiary, Blackwell's Island—List of prisoners received during week ending January 27, 1900—males 22, females 1; on file. List of 13 prisoners to be discharged from February 4 to 10, 1900; transmitted to Prison Association.

From Workhouse, Blackwell's Island—Amount of fines received during week ending January 27, 1900, \$84. On file.

From Heads of Institutions—Reporting meats, milk, fish, etc., received during week ending January 27, 1900, of good quality and up to the standard. On file.

Reports of census, labor, punishments for week ending January 27, 1900. On file.

From City Prison—Amount of fines received during week ending January 27, 1900, \$258. On file.

From District Prisons—Amount of fines received during week ending January 27, 1900, \$580. On file.

From City Cemetery—List of burials during week ending January 27, 1900. On file.

From Workhouse, Blackwell's Island—Warden asks for the appointment of two additional clerks; one for day, and one for night duty. On file.

From the Board of Estimate and Apportionment—Transmitting copy of resolutions which read as follows:

"Resolved, That, pursuant to the provisions of chapter 626 of the Laws of 1896, as amended by chapter 642 of the Laws of 1897, the Board of Estimate and Apportionment hereby approves of the plans and specifications submitted by Horgan & Slattery, architects, for the following contracts:

1. Materials and work required in the erection and installation of four bakers' ovens and bakery machinery in the Penitentiary on Blackwell's Island.

2. Alterations to windows and other exterior portions of the Penitentiary on Blackwell's Island.

3. Erecting and completing a building to be known as the Administration Building, being part of the Penitentiary block on Blackwell's Island.

4. Materials and work required for the installation of new steam-heating passenger elevator, electric-lighting and kitchen furnishings in the Penitentiary block on Blackwell's Island.

5. Material and work required in the installation of the plumbing and gas-fitting in proposed new Administration Building to be erected in connection with the Penitentiary block on Blackwell's Island; provided, however, that the kitchen furnishings shown in the specifications under Item 4, on pages 35 to 39, be omitted.

Resolved, That the forms of contracts prepared therefor be and the same are hereby approved, subject to the foregoing modifications and subject to the approval of the Corporation Counsel as to form; and it is furthermore

Resolved, That, for the purpose of providing means for the execution of such contracts and all expenses necessarily incidental thereto, the sum of one hundred and sixty-three thousand dollars (\$163,000) being the unexpended and unapplied surplus of the fund created pursuant to chapter 626 of the Laws of 1896, as amended, be and the same is hereby made applicable thereto." On file.

From the American Bonding and Trust Company and United States Fidelity and Guaranty Company—Excusing delay in matter of work at new City Prison abandoned by the Armstrong & Bolton Company (of which they are sureties), and promising to give attention to same. Referred to Counsel to the Corporation.

From Workhouse, Blackwell's Island—Warden transmits report received from Keeper in charge branch workhouse, Hart's Island, in regard to a fire which occurred on January 24, 1900; one building on north end of island entirely consumed, but fire did not spread. On file.

From Deputy Commissioner, boroughs of Brooklyn and Queens—Transmitting receipt from City Chamberlain, showing deposit of \$3,309.69 received since last deposit, January 3, 1900, for goods manufactured at Kings County Penitentiary, board of United States prisoners, etc. On file.

From Kings County Penitentiary—List of prisoners received during week ending January 27, 1900—males, 31; females, 3; on file. List of 14 prisoners to be discharged from January 29 to February 3, 1900. On file.

Appointed.

John P. Molloy, Cook, Steamboats.
Lawrence J. Burns, Clerk, Workhouse, salary \$800 per annum.
Herman Quasdorf, Cook, Steamboats, salary \$360 per annum.
Cornelius Cassidy, Cook, Penitentiary, Blackwell's Island, salary \$600 per annum.
Frank McCarthy, Deck Hand, Steamboats, salary \$360 per annum.
James M. Golden, Deck Hand, Steamboats, salary \$360 per annum.

Dismissed.

A. M. Scheppard, Cook, Steamboats.
George Devine, Temporary Engineer, Steamboats.
Thomas Neagle, Stoker, Steamboats.

FRANCIS J. LANTRY, Commissioner.

DEPARTMENT OF BUILDINGS.

IN BOARD OF BUILDINGS, FEBRUARY 7, 1900.

Present—Commissioners Brady, Guilfoyle and Campbell.

The minutes of the meeting of January 31 were read and approved.

Plan 2842, Alterations to Buildings, 1899, Manhattan and The Bronx—Petition to allow scuttle, with iron ladders attached thereto, to be used on roof of each building, as stated in petition; east side Broadway, beginning on the southeast corner of Hyatt street. Petitioner, John Brandt. Referred to President.

Plan 2, New Buildings, 1900, Manhattan [and The Bronx—Petition to allow the filling between the floor and roof beams to be according to the Roebbling system; the first and second tiers to be arched construction and the third and fourth tiers of flat construction, as stated in petition; Nos. 113 and 115 West Thirty-third street. Petitioners, Horgan & Slattery. Approved.

Plan 121, Alterations to New Buildings, 1900, Manhattan and The Bronx—Petition to allow openings to be cut several stories; openings to have iron lintels and bluestone sills and full width of openings, and each opening to have two self-closing fire underwriters doors, as shown on plans and as stated in petition; Nos. 98, 100 and 102 Bleecker street. Petitioners, Buchman & Fox. Approved.

Plan 108, Alterations to New Buildings, 1900, Manhattan and The Bronx—Petition to allow the construction of bulkhead back of south gable about 20 feet high, of 4-inch blocks, instead of brick wall; the same to be covered with metal, and is to be well braced, as stated in petition; Nos. 549 to 555 Broadway. Petitioner, Charles Broadway Rouss. Referred to President.

Permit 329, New Buildings, 1899, Brooklyn—Petition to modify the provisions of the Building Code, sections 33 and 95, so as to allow the erection of a brick building of a greater area than is allowed without cross walls; premises, one building, southwest corner Kent and Washington avenues, in the Borough of Brooklyn, New York City. Petitioners, Delaware, Lackawanna and Western Railroad. Approved.

Permit 769, New Buildings, 1899, Brooklyn—Petition to modify the provisions of title XIV., section 15, chapter 481 of the Laws of 1894, as amended, so as to allow the use of the J. W. Rapp system of fireproof construction for fireproofing first tier of beams; premises, one building south side Sands street, 190 feet west of Bridge street, in the Borough of Brooklyn, New York City. Owner, Frank C. O'Donnell. Laid over.

Permit 368, New Buildings, 1900, Brooklyn—Petition to modify the provisions of the Building Code of 1899, section 144, so as to allow the erection of an open shed of greater area than the legal limit; premises, southeast corner Nevins and Butler streets, Borough of Brooklyn, New York City. Petitioners, William Bradley & Sons. Approved.

Two (2) samples of patent traps known as the "Clark Trap," were submitted for approval and, on motion of Commissioner Guilfoyle, were referred to the President of the Board for examination and report as to their merits.

A petition was filed by John W. Rapp for approval of a patent system of fireproof floor construction, as described in petition and drawings. Referred to President.

The Secretary of the Board was instructed to address a communication to each of the Commissioners, requesting that the month Trial Balances be forwarded to the Main Office not later than the first day of each month.

On motion of Commissioner Guilfoyle, it was ordered that the offices of this Department be closed on February 12 (Lincoln's Birthday).

A. J. JOHNSON, Secretary Board of Buildings.

DEPARTMENT OF PUBLIC CHARITIES.

BOROUGH OF RICHMOND.

DEPARTMENT OF PUBLIC CHARITIES,
COMMISSIONER'S OFFICE, STAPLETON, NEW YORK,
February 14, 1900.

REPORT OF TRANSACTIONS FOR THE WEEK ENDING FEBRUARY 13, 1900.

Report of Superintendent of Almshouse, labor, census, Hospital, etc., and report of the Superintendent of Out-door Poor, approved and placed on file.
Approved weekly requisition for Almshouse.

February 7, 1900.

Approved bill of the Institution for the Improved Instruction of Deaf Mutes \$166 34

—and transmitted same to Auditor.

The following is the report for the week ending February 13, 1900:

Committed to Almshouse	2
Discharged from Almshouse	1
Ambulance calls	1
Burial permits	3

JAMES FEENY, Commissioner.

DEPARTMENT OF EDUCATION.

DEPARTMENT OF EDUCATION,
CITY OF NEW YORK,
OFFICES OF THE SCHOOL BOARD OF THE
BOROUGH OF QUEENS,
MORRIS BUILDING, FLUSHING, N. Y.,
February 15, 1900.

Supervisor of the City Record:

DEAR SIR—I have the honor to inform you that Mr. Patrick J. White, of Long Island City, was elected President of the School Board for the Borough of Queens for the ensuing year, at the annual meeting held on February 14, 1900.

Very truly yours,
JOSEPH H. FITZPATRICK,
Secretary.

DEPARTMENT OF FINANCE.

CITY OF NEW YORK,
OFFICE OF THE CITY CHAMBERLAIN,
February 14, 1900.

Supervisor of the City Record:

DEAR SIR—The Chamberlain directs me to notify you that he has this day appointed William M. McCaffry, of No. 141 Pulaski street, Brooklyn, N. Y., to the position of Fourth Grade Clerk, he having been certified as eligible to that grade by the Municipal Civil Service

Commission, and the Chamberlain has fixed his salary at the rate of \$1,020 per annum.

Respectfully,
JOHN H. CAMPBELL,
Deputy Chamberlain.

DEPARTMENT OF PUBLIC CHARITIES.

COMMISSIONER OF PUBLIC CHARITIES,
BOROUGH OF BROOKLYN AND QUEENS,
Nos. 126 AND 128 LIVINGSTON STREET,
BOROUGH OF BROOKLYN,
NEW YORK CITY, February 15, 1900.

Changes in Pay-roll of the Department of Public Charities for the Boroughs of Brooklyn and Queens, from February 7, 1900.

Appointments.

February 7. Ernest Miller, Hospital Helper, \$300 per annum (temporary).
" 10. J. P. S. McGough, Hospital Helper, \$216 per annum.
" 14. Annie C. Lee, Waitress, \$192 per annum (temporary).

Resignation.

February 12. Margaret Murphy, Waitress.
A. SIMIS, JR.,
Commissioner, Public Charities for the boroughs of Brooklyn and Queens.

OFFICIAL DIRECTORY.

STATEMENT OF THE HOURS DURING which the Public Offices in the City are open for business, and at which the Courts regularly open and adjourn, as well as 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, 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
ROBERT A. VAN WYCK, Mayor
ALFRED M. DOWNES, Private Secretary.

Bureau of Licenses.

9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
DAVID J. ROCHE, Chief of Bureau.
Principal Office, Room 1, City Hall. **GEORGE W. BROWN, JR.**, Deputy Chief in Boroughs of Manhattan and The Bronx.
Branch Office, Room 12, Borough Hall, Brooklyn; **WILLIAM H. JORDAN**, Deputy Chief in Borough of Brooklyn.
Branch Office, "Richmond Building," New Brighton, S. I.; **WILLIAM H. MCCABE**, Deputy Chief in Borough of Richmond.
Branch Office, "Hackett Building," Long Island City; **PETER FLANAGAN**, Deputy Chief in Borough of Queens.

THE CITY RECORD OFFICE,

And Bureau of Printing, Stationery and Blank Books.
No. 2 City Hall, 9 A. M. to 4 P. M., Saturday, 9 A. M. to 12 M.
WILLIAM A. BUTLER, Supervisor; **SOLOM BERRICK**, Deputy Supervisor; **THOMAS C. COWELL**, Deputy Supervisor and Accountant.

BOARD OF ESTIMATE AND APPORTIONMENT

The Mayor, Chairman; **THOMAS L. FEITNER** (President, Department of Taxes and Assessments), Secretary; the COMPTROLLER, PRESIDENT OF THE COUNCIL, and the CORPORATION COUNSEL, Members; **CHARLES V. ADDEE**, Clerk.
Office of Clerk, Department of Taxes and Assessments, Room 8, Stewart Building, 9 A. M. to 4 P. M.; Saturdays, 12 M.

COMMISSIONERS OF THE SINKING FUND.

The Mayor, Chairman; **BIRD S. COLER**, Comptroller; **PATRICK KEENAN**, Chamberlain; **RANDOLPH GUGGENHEIMER**, President of the Council, and **ROBERT MURPHY**, Chairman, Finance Committee, Board of Aldermen, Members. **EDGAR J. LEVEY**, Secretary.
Office of Secretary, Room No. 11, Stewart Building.

BOARD OF ARMY COMMISSIONERS.

The Mayor, **ROBERT A. VAN WYCK**, Chairman; THE PRESIDENT OF THE DEPARTMENT OF TAXES AND ASSESSMENTS, **THOMAS L. FEITNER**, Secretary; THE COMMISSIONER OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES, **HENRY S. KEARNY**; Brigadier-General **JAMES MCLEER** and Brigadier-General **McCOSKRY BUTT**, Commissioners.
Address **THOMAS L. FEITNER**, Secretary, Stewart Building.
Office hours, 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.

MUNICIPAL ASSEMBLY.

THE COUNCIL.
RANDOLPH GUGGENHEIMER, President of the Council.
P. J. SCULLY, City Clerk.
Clerk's office open from 10 A. M. to 4 P. M.; Saturdays, 10 A. M. to 12 M.

BOARD OF ALDERMEN.

THOMAS F. WOODS, President.
MICHAEL F. BLAKE, Clerk.

BOROUGH PRESIDENTS.

Borough of Manhattan.
Office of the President of the Borough of Manhattan, Nos. 10, 11 and 12 City Hall. 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
JAMES J. COGAN, President.
IRA EDGAR RIDER, Secretary.

Borough of The Bronx.

Office of the President of the Borough of The Bronx, corner Third avenue and One Hundred and Seventy-seventh street. 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
LOUIS F. HAFKEN, President.

Borough of Brooklyn.

President's Office, No. 1 Borough Hall. 11 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
EDWARD M. GROUT, President.

Borough of Queens.

FREDERICK BOWLEY, President.
Office, Long Island City, 9 A. M. to 4 P. M.; Saturdays, from 9 A. M. until 12 M.

Borough of Richmond.

GEORGE CROMWELL, President.
Office of the President, First National Bank Building, New Brighton; 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.

COMMISSIONERS OF ACCOUNTS.

Rooms 114 and 115 Stewart Building, 9 A. M. to 4 P. M.
JOHN C. HENTLE and **EDWARD OWEN**, Commissioners.

PUBLIC ADMINISTRATOR.

No. 119 Nassau street, 9 A. M. to 4 P. M.
WILLIAM M. HOES, Public Administrator.

PUBLIC ADMINISTRATOR, KINGS COUNTY.
No. 189 Montague street, Brooklyn, 9 A. M. to 5 P. M., except Saturdays in June, July and August, 9 A. M. to 1 P. M.
WM. B. DAVENPORT, Public Administrator.

AQUEDUCT COMMISSIONERS.

Room 207 Stewart Building, 5th floor, 9 A. M. to 4 P. M.
JOHN J. RYAN, **MAURICE J. POWER**, **WILLIAM H. TEN EYCK**, **JOHN P. WINDOLPH** and **THE MAYOR** and **COMPTROLLER**, Commissioners; **HARRY W. WALKER**, Secretary; **WILLIAM R. HILL**, Chief Engineer.

DEPARTMENT OF FINANCE.

Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
BIRD S. COLER, Comptroller.
MICHAEL T. DALY, **EDGAR J. LEVEY**, Deputy Comptrollers.

Auditing Bureau.

JOHN F. GOULDSBURY, First Auditor of Accounts, Borough of Manhattan.
EDWARD J. CONNELL, Auditor of Accounts, Borough of The Bronx.
WILLIAM McKINNY, First Auditor of Accounts, Borough of Brooklyn.
FRANCIS R. CLAIR, Auditor of Accounts, Borough of Queens.
WALTER H. HOLT, Auditor of Accounts, Borough of Richmond.

Bureau for the Collection of Assessments and Arrears.

EDWARD GILON, Collector of Assessments and Arrears.
JOHN KELLEHER, Deputy Collector of Assessments and Arrears, Borough of Manhattan.
JAMES E. STANFORD, Deputy Collector of Assessments and Arrears, Borough of The Bronx.
MICHAEL O'KEEFE, Deputy Collector of Assessments and Arrears, Borough of Brooklyn.

JOHN F. ROGERS, Deputy Collector of Assessments and Arrears, Borough of Queens.
GEORGE BRAND, Deputy Collector of Assessments and Arrears, Borough of Richmond.

Bureau for the Collection of Taxes.

DAVID E. AUSTEN, Receiver of Taxes.
JOHN J. McDONOUGH, Deputy Receiver of Taxes, Borough of Manhattan.
JOHN B. UNDERHILL, Deputy Receiver of Taxes, Borough of The Bronx.
JAMES B. BOUCK, Deputy Receiver of Taxes, Borough of Brooklyn.
FREDERICK W. BLECKWENN, Deputy Receiver of Taxes, Borough of Queens.
MATTHEW S. TULLY, Deputy Receiver of Taxes, Borough of Richmond.

Bureau for the Collection of City Revenue and of Markets.

DAVID O'BRIEN, Collector of City Revenue and Superintendent of Markets.
ALEXANDER MEAKIN, Clerk of Markets.

Bureau of the City Chamberlain.

PATRICK KEENAN, City Chamberlain.
JOHN H. CAMPBELL, Deputy Chamberlain.

Office of the City Paymaster.

No. 83 Chambers street and No. 63 Reade street.
JOHN H. TIMMERMAN, City Paymaster.

BOARD OF PUBLIC IMPROVEMENTS.

Nos. 13 to 21 Park Row, 18th floor, 9 A. M. to 4 P. M., Saturdays, 9 A. M. to 12 M.
MAURICE F. HOLAHAN, President.
JOHN H. MOONEY, Secretary.

Department of Highways.

Nos. 13 to 21 Park Row, 9 A. M. to 4 P. M.
JAMES P. KEATING, Commissioner of Highways.
WILLIAM N. SHANNON, Deputy for Manhattan.
THOMAS R. FARRELL, Deputy for Brooklyn.
JAMES H. MALONEY, Deputy for Bronx.
JOHN P. MADDEN, Deputy for Queens.
HENRY P. MORRISON, Deputy and Chief Engineer for Richmond. Office, "Richmond Building," corner Richmond Terrace and York avenue, New Brighton, S. I.

Department of Sewers.

Nos. 13 to 21 Park Row, 9 A. M. to 4 P. M.
JAMES KANE, Commissioner of Sewers.
MATTHEW F. DONOHUE, Deputy for Manhattan.
THOMAS J. BYRNES, Deputy for Bronx. Office, Third avenue and One Hundred and Seventy-seventh street.
WILLIAM HOFFMAN, Deputy for Brooklyn. Office, Municipal Building, Room 42.
MATTHEW J. GOLDNER, Deputy Commissioner of Sewers, Borough of Queens. Office, Hackett Building, Long Island City.
HENRY P. MORRISON, Deputy Commissioner and Chief Engineer of Sewers, Borough of Richmond. Office, "Richmond Building," corner Richmond Terrace and York avenue, New Brighton, S. I.

Department of Bridges.

Nos. 13 to 21 Park Row, 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M.
JOHN L. SHRA, Commissioner.
THOMAS H. YORK, Deputy.
SAMUEL R. PROBASCO, Chief Engineer.
MATTHEW H. MOORE, Deputy for Bronx.
HARRY BRAM, Deputy for Brooklyn.
JOHN E. BACKUS, Deputy for Queens.

Department of Water Supply.

Nos. 13 to 21 Park Row. Office hours, 9 A. M. to 4 P. M.
WILLIAM DALTON, Commissioner of Water Supply.
JAMES H. HASLIN, Deputy Commissioner, Borough of Manhattan.
GEORGE W. BIRDSALL, Chief Engineer.
W. G. BYRNE, Water Registrar.
JAMES MOFFETT, Deputy Commissioner, Borough of Brooklyn, Municipal Building, Brooklyn.
LAWRENCE CRESSER, Deputy Commissioner, Borough of Queens, Long Island City.
THOMAS J. MULLIGAN, Deputy Commissioner, Borough of The Bronx, Crotona Park Building.
HENRY P. MORRISON, Deputy Commissioner, Borough of Richmond. Office, "Richmond Building," corner Richmond Terrace and York avenue, New Brighton, S. I.

Department of Street Cleaning.

Nos. 13 to 21 Park Row, 9 A. M. to 4 P. M.
PERCIVAL E. NAGLE, Commissioner.
F. M. GIBSON, Deputy Commissioner for Borough of Manhattan.
PATRICK H. QUINN, Deputy Commissioner for Borough of Brooklyn, Room 37 Municipal Building.
JOSEPH LIBERTEZ, Deputy Commissioner for Borough of The Bronx, No. 635 East One Hundred and Fifty-second street.
JOHN P. MADDEN, Deputy Commissioner for Borough of Queens, Municipal Building, Long Island City.

Department of Buildings, Lighting and Supplies.

Nos. 13 to 21 Park Row, 9 A. M. to 4 P. M.
HENRY S. KEARNY, Commissioner of Public Buildings, Lighting and Supplies.
PETER J. DOOLING, Deputy Commissioner for Manhattan.
GEO. E. BEST, Deputy Commissioner for The Bronx.
JAMES J. KIRWIN, Deputy Commissioner for Brooklyn.
JORL FOWLER, Deputy Commissioner for Queens.
EDWARD I. MILLER, Deputy Commissioner for Richmond.

LAW DEPARTMENT.

Office of Corporation Counsel.
Staats-Zeitung Building, 3d and 4th floors, 9 A. M. to 5 P. M.; Saturdays, 9 A. M. to 12 M.
JOHN WEALEN, Corporation Counsel.
THEODORE CONNOLLY, **W. W. LADD, JR.**, **CHARLES BLANDY**, Assistants.
WILLIAM J. CARR, Assistant Corporation Counsel for Brooklyn.

Bureau for Collection of Arrears of Personal Taxes.

Stewart Building, Broadway and Chambers street, 9 A. M. to 4 P. M.
JAMES C. SPENCER, Assistant Corporation Counsel.

Bureau for the Recovery of Penalties.

Nos. 119 and 121 Nassau street.
ADRIAN T. KIERNAN, Assistant Corporation Counsel.

Bureau of Street Openings.

Nos. 90 and 92 West Broadway.
JOHN P. DUNN, Assistant to Corporation Counsel.

POLICE DEPARTMENT.

Central Office.
No. 300 Mulberry street, 9 A. M. to 4 P. M.
BERNARD J. YORK, President of the Board; **JOHN B. SEXTON**, **JACOB HESS**, **HENRY E. ABELL**, Commissioners.

DEPARTMENT OF PUBLIC CHARITIES.

Central Office.
Foot of East Twenty-sixth street, 9 A. M. to 4 P. M.
JOHN W. KELLER, President of the Board; Commissioners for Manhattan and Bronx.
THOMAS S. BRENNAN, Deputy Commissioner.
ADOLPH SIMIS, JR., Commissioner for Brooklyn and Queens, Nos. 126 and 128 Livingston street, Brooklyn.
EDWARD GLINNEN, Deputy Commissioner.
JAMES FEENEY, Commissioner for Richmond.
Plans and Specifications, Contracts, Proposals and Estimates for Work and Materials for Building, Repairs and Supplies, Bills and Accounts, 9 A. M. to 4 P. M., Saturdays, 12 M.

Out-door Poor Department. Office hours, 8.30 A. M. to 4.30 P. M.
Department for Care of Destitute Children, No. 66 Third avenue, 8.30 A. M. to 4.30 P. M.

DEPARTMENT OF CORRECTION

Central Office. Office hours from 9 A. M. to 4 P. M.; Saturdays to 12 M.
FRANCIS J. LANTRY, Commissioner.
N. O. FANNING, Deputy Commissioner.
JOHN MORRISSEY GRAY, Deputy Commissioner for Boroughs of Brooklyn and Queens.

FIRE DEPARTMENT.

Office hours for all, except where otherwise noted, from 9 A. M. to 4 P. M.; Saturdays, 12 M.

Headquarters.

Nos. 157 and 159 East Sixty-seventh street.
JOHN J. SCANNELL, Fire Commissioner.
JAMES H. TULLY, Deputy Commissioner, Boroughs of Brooklyn and Queens.
AUGUSTUS T. DOCHARTY, Secretary.
EDWARD F. CROKER, Chief of Department, and in Charge of Fire-Alarm Telegraph.
JAMES DALE, Deputy Chief, in Charge of Boroughs of Brooklyn and Queens.
GEORGE E. MURRAY, Inspector of Combustibles.
PETER SERRY, Fire Marshal, Boroughs of Manhattan, The Bronx and Richmond.
ALONZO BRYMER, Fire Marshal, Boroughs of Brooklyn and Queens.

Central Office open at all hours.
Committee to examine persons who handle explosives meets Thursday of each week, at 2 o'clock P. M.

DEPARTMENT OF DOCKS AND FERRIES.

Pier "A," N. R., Battery place.
J. SERGRANT CRAM, President; **CHARLES F. MURPHY**, Treasurer; **PETER F. MEYER**, Commissioners.
WILLIAM H. BURKE, Secretary.
Office hours, 9 A. M. to 4 P. M.; Saturdays, 12 M.

DEPARTMENT OF HEALTH.

Southwest corner of Fifty-fifth street and Sixth avenue, 9 A. M. to 4 P. M.
Burial Permit and Contagious Disease Offices always open.
MICHAEL C. MURPHY, President, and **WILLIAM T. JENKINS, M. D.**, **JOHN B. COSBY, M. D.**, THE PRESIDENT OF THE POLICE BOARD, *ex-officio*, and the HEALTH OFFICER OF THE PORT, *ex-officio*, Commissioners.
CASPAR GOLDBERMAN, Secretary pro tem.
CHARLES F. ROBERTS, M. D., Sanitary Superintendent.
FREDERICK H. DILLINGHAM, M. D., Assistant Sanitary Superintendent, Borough of Manhattan.
EUGENE MONAHAN, M. D., Assistant Sanitary Superintendent, Borough of The Bronx.
ROBERT A. BLACK, M. D., Assistant Sanitary Superintendent, Borough of Brooklyn.
OBED L. LUSK, M. D., Assistant Sanitary Superintendent, Borough of Queens.
JOHN L. FERNY, M. D., Assistant Sanitary Superintendent, Borough of Richmond.

DEPARTMENT OF PARKS.

GEORGE C. CLAUSEN, President, Park Board, Commissioner in Brooklyn and Richmond.
WILLIS HOLLY, Secretary, Park Board.
Offices, Arsenal, Central Park.
GEORGE V. BROWER, Commissioner in Brooklyn and Queens.
Offices, City Hall, Brooklyn, and Litchfield Mansion, Prospect Park.
AUGUST MORBUS, Commissioner in Borough of The Bronx.
Offices, **Zirowski Mansion**, Claremont Park.
Office hours, 9 A. M. to 4 P. M.; Saturdays, 12 M.
Art Commissioners.

SAMUEL P. AVERY, **DANIEL C. FRENCH**, Commissioners.

DEPARTMENT OF BUILDINGS.

Main Office, No. 220 Fourth avenue, Borough of Manhattan. Office hours, 9 A. M. to 4 P. M.; Saturday, 9 A. M. to 12 M.
THOMAS J. BRADY, President of the Board of Buildings and Commissioner for the Boroughs of Manhattan and The Bronx, No. 220 Fourth avenue, Borough of Manhattan.
Office of the Department for the Borough of Manhattan and The Bronx, No. 220 Fourth avenue, Borough of Manhattan.
Office of the Department for the Borough of Brooklyn, Borough Hall, Borough of Brooklyn.
Office of the Department for the Boroughs of Queens and Richmond, Richmond Hall, New Brighton, Staten Island, Borough of Richmond. Branch office: Room 1, second floor, Town Hall, Jamaica, Long Island, Borough of Queens.

DEPARTMENT OF TAXES AND ASSESSMENTS.

Stewart Building, 9 A. M. to 4 P. M.; Saturdays, 12 M.
THOMAS L. FEITNER, President of the Board; **EDWARD C. SHERBY**, **ARTHUR C. SALMON**, **THOMAS J. PATTERSON**, **FREDERICK LEVY**, Commissioners; **HENRY BERLINGER**, Chief Clerk.

BUREAU OF MUNICIPAL STATISTICS.

Nos. 13 to 21 Park Row, Room 1911. Office hours from 9 A. M. to 4 P. M.; Saturdays, from 9 A. M. to 12 M.
JOHN T. NAGLE, M. D., Chief of Bureau.
Municipal Statistical Commission: **FREDERICK W. GRUBE, LL.D.**, **ANTONIC RASINIS**, **RICHARD T. WILSON, JR.**, **FRANK HARVEY**, **J. EDWARD JETTER**, **THOMAS GILLERAN**.

MUNICIPAL CIVIL SERVICE COMMISSION.

Criminal Court Building, Centre street, between Franklin and White streets, 9 A. M. to 4 P. M.
CHARLES H. KNOX, President, **ALEXANDER T. MASON** and **WILLIAM N. DYKMAN**, Commissioners.
LEX PHILLIPS, Secretary.

BOARD OF ASSESSORS.

Office, No. 320 Broadway, 9 A. M. to 4 P. M.
EDWARD MCCUE (President), **EDWARD CAHILL**, **THOMAS A. WILSON**, **PATRICK M. HAVERTY** and **JOHN B. MEYENBERG**, Board of Assessors. **WILLIAM H. JASPER**, Secretary.

DEPARTMENT OF EDUCATION.

BOARD OF EDUCATION.
Park avenue and Fifty-ninth street, Borough of Manhattan, 9 A. M. to 5 P. M.; Saturdays, 9 A. M. to 12 M.
JOSEPH J. LITTLE, President; **A. EMERSON PALMER**, Secretary.

School Board for the Boroughs of Manhattan and The Bronx.

Park avenue and Fifty-ninth street, Borough of Manhattan, 9 A. M. to 5 P. M.; Saturdays, 9 A. M. to 12 M.
JOSEPH J. LITTLE, President; **WILLIAM J. ELLIS**, Secretary.

School Board for the Borough of Brooklyn.

No. 131 Livingston street, Brooklyn.
CHARLES E. ROBERTSON, President; **GEORGE G. BROWN**, Secretary.

School Board for the Borough of Queens.

Flushing, Long Island.
PATRICK J. WHITE, President; **JOSEPH P. FITZPATRICK**, Secretary.

School Board for the Borough of Richmond.
Savings Bank Building, Stapleton, Staten Island.
WILLIAM J. COLE, President; **FRANKLIN C. VITT**, Secretary.

SHERIFF'S OFFICE.

Stewart Building, 9 A. M. to 4 P. M.
WILLIAM F. GRELL, Sheriff; **HENRY P. MULVANY**, Under Sheriff.

SHERIFF'S OFFICE, KINGS COUNTY.

County Court-house Brooklyn.
WILLIAM WALTON, Sheriff; **JAMES DUNNE**, Under Sheriff.
9 A. M. to 4 P. M.; Saturdays, 12 M.

SHERIFF'S OFFICE, QUEENS COUNTY.

County Court-house, Long Island City, 9 A. M. to 4 P. M.
WILLIAM CAS BAKER, Sheriff; **WILLIAM METHVEN**, Under Sheriff.

SHERIFF'S OFFICE, RICHMOND COUNTY.
County Court-house, Richmond, S. I., 9 A. M. to 4 P. M.
AUGUSTUS ACKER, Sheriff.

REGISTER'S OFFICE.

East side City Hall Park. Office hours from 9 A. M. to 4 P. M.; Saturdays, 9 A. M. to 12 M. During the months of July and August the hours are from 9 A. M. to 2 P. M.
ISAAC FROMME, Register; **JOHN VON GLAHN**, Deputy Register.

REGISTER, KINGS COUNTY.

Hall of Records. Office hours, 9 A. M. to 4 P. M., excepting months of July and August, then from 9 A. M. to 2 P. M., provided for by statute.
JAMES R. HOWE, Register.
WARREN C. TREDWELL, Deputy Register.

COMMISSIONER OF JURORS.

Room 127 Stewart Building, Chambers street and Broadway, 9 A. M. to 4 P. M.
CHARLES WELDE, Commissioner; **JAMES E. CONNER**, Deputy Commissioner.

SPECIAL COMMISSIONER OF JURORS.

No. 111 Fifth avenue. 9 A. M. to 4 P. M.
H. W. GRAY, Commissioner.
FREDERICK P. SIMPSON, Assistant Commissioner.

COMMISSIONER OF JURORS, KINGS COUNTY.

5 Court-house.
WILLIAM A. FUREY, Commissioner.

SPECIAL COMMISSIONER OF JURORS, KINGS COUNTY.

No. 375 Fulton street.
EDWARD J. DOOLEY, Commissioner.

COMMISSIONER OF JURORS, QUEENS COUNTY.

Office hours, 10 A. M. to 4 P. M.; Saturdays, 10 A. M. to 12 M.
EDWARD J. KNAUER, Commissioner.
H. HOMER MOORE, Assistant Commissioner.

COMMISSIONER OF JURORS, RICHMOND COUNTY.

CHARLES J. KULLMAN, Commissioner.
J. HOWARD VAN NAME, Deputy Commissioner.
Office open from 9 A. M. until 4 P. M.; Saturdays, from 9 A. M. to 12 M.

NEW YORK COUNTY JAIL.

No. 70 Ludlow street, 6 A. M. to 10 P. M., daily.
WILLIAM F. GRELL, Sheriff.
PATRICK H. PICKETT, Warden.

COUNTY CLERK'S OFFICE.

Nos. 8, 9, 10 and 11 New County Court-house, 9 A. M. to 4 P. M.
WILLIAM SOHMER, County Clerk.
GEORGE H. FAHRBACH, Deputy.

KINGS COUNTY CLERK'S OFFICE.

Hall of Records, Brooklyn, 9 A. M. to 4 P. M.
PETER P. HUBBERTY, County Clerk.

QUEENS COUNTY CLERK'S OFFICE.

Jamaica, N. Y., Fourth Ward, Borough of Queens.
Office hours, April 1 to October 1, 8 A. M. to 5 P. M.; October 1 to April 1, 9 A. M. to 5 P. M.; Saturdays, to 12 M.
County and Supreme Court held at the Queens County Court-house, Long Island City. Court opens 10.30 A. M., to adjourn 5 P. M.
JOHN H. SUTPHIN, County Clerk.
CHARLES DOWNING, Deputy County Clerk.

RICHMOND COUNTY CLERK'S OFFICE.

County Office Building Richmond, S. I., 9 A. M. to 4 P. M.
EDWARD M. MULLER, County Clerk.
CROWELL M. CONNER, Deputy County Clerk.

NEW EAST RIVER BRIDGE COMMISSION.

Commissioners' Office, Nos. 49 and 51 Chambers street, New York, 9 A. M. to 4 P. M.
LEWIS NIXON, President; **JAMES W. BOYLE**, Vice-President; **JAMES D. BELL**, Secretary; **JULIAN D. FAIRCHILD**, Treasurer; **JOHN W. WEBER**, **SMITH E. LANE** and **THE MAYOR**, Commissioners.
Chief Engineer's Office, No. 84 Broadway, Brooklyn, E. D., 9 A. M. to 5 P. M.

DISTRICT ATTORNEY.

Borough of Queens.
Office, Borough Hall, Fulton street, Jamaica, L. I.
PHILIP T. CRONIN, LEONARD RUOFF, Jr., and SAMUEL S. GIV. Jr.
CHARLES J. SCHNEIDER, Clerk.
Borough of Richmond.
No. 64 New York avenue, Rosebank.
Open for the transaction of business all hours of the day and night.
JOHN BRAVER, GEORGE C. TRANTER.

SURROGATES' COURT.
New County Court-house, Court open from 9 A. M. to 4 P. M., except Saturdays, when it closes at 12 M.
FRANK T. FITZGERALD, ALBEN C. THOMAS, Surrogates; WILLIAM V. LEARY, Chief Clerk.
CHANGE OF GRADE DAMAGE COMMISSION, TWENTY-THIRD AND TWENTY-FOURTH WARDS.
Room 58, Schermerhorn Building, No. 96 Broadway.
Meetings, Mondays, Wednesdays and Fridays, at 3 P. M.
WILLIAM E. STILLINGS, Chairman; CHARLES A. JACKSON, OSCAR S. BAILEY, Commissioners.
LAMONT McLOUGHLIN, Clerk.

CITY MAGISTRATES' COURTS.
Courts open from 9 A. M. until 4 P. M.
City Magistrates—HENRY A. BRANN, ROBERT C. CORNELL, LEROY B. CRANE, JOSEPH M. DEUEL, CHARLES A. FLAMMER, LORENZ ZELLER, CLARENCE W. MEADE, JOHN O. MOTT, JOSEPH POOL, JOHN B. MAYO, EDWARD HOGAN, W. H. OLMSTEAD.
First District—Criminal Court Building.
Second District—Jefferson Market.
Third District—No. 69 Essex street.
Fourth District—Fifty-seventh street, near Lexington avenue.
Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.
Sixth District—One Hundred and Fifty-eighth street and Third avenue.
Seventh District—Fifty-fourth street, west of Eighth avenue.

SECOND DIVISION.
Borough of Brooklyn.
First District—No. 318 Adams street. JACOB BRENNER, Magistrate.
Second District—Court and Butler streets. HENRY BRISTOW, Magistrate.
Third District—Myrtle and Vanderbilt avenues. CHARLES E. FEAL, Magistrate.
Fourth District—Nos. 6 and 8 Lee avenue. WILLIAM KRAMER, Magistrate.
Fifth District—Kew and Powers streets. ANDREW LEMON, Magistrate.
Sixth District—Gates and Reid avenues. LEWIS R. WORTH, Magistrate.
Seventh District—No. 31 Graat street, Flatbush. ALFRED E. STEERS, Magistrate.
Eighth District—Coney Island—ALBERT VAN BRUNT VOORHEES, Jr., Magistrate.

Borough of Queens.
First District—Nos. 21 and 23 Jackson avenue, Long Island City. MATTHEW J. SMITH, Magistrate.
Second District—Flushing, Long Island. LUKK J. CONNOR, Magistrate.
Third District—Far Rockaway, Long Island. EDMUND J. HEALY, Magistrate.
Borough of Richmond.
First District—New Brighton, Staten Island. JOHN CROAK, Magistrate.
Second District—Stapleton, Staten Island. NATHANIEL MARSH, Magistrate.
Secretary to the Board, JARED J. CHAMBERS, Myrtle and Vanderbilt avenues, Borough of Brooklyn.

KINGS COUNTY SURROGATE'S COURT.
Hall of Records, Brooklyn.
GEORGE B. ABBOTT, Surrogate.
MICHAEL F. MCGOLDRICK, Chief Clerk.
Court opens to A. M. Office hours, 9 A. M. to 4 P. M.

COUNTY JUDGE AND SURROGATE.
County Office Building, Richmond, S. I.
STEPHEN D. STEVENS, County Judge.

KINGS COUNTY TREASURER.
Court-house, Room 14.
JOHN W. KIMBALL, Treasurer; THOMAS F. FARRELL, Deputy Treasurer.

THE COMMISSIONERS OF RECORDS, KINGS COUNTY.
Room 1, Hall of Records. Office hours, 9 A. M. to 4 P. M.
GEORGE E. WALDO, Commissioner.
FRANK M. THORNBURN, Deputy Commissioner.
THOMAS D. MOSSCROP, Superintendent.
JOSEPH H. GREENELLE, Secretary.

EXAMINING BOARD OF PLUMBERS.
Rooms 14, 15 and 16 Nos. 149 to 151 Church street.
President, JOHN RENEHAN; Secretary, JAMES E. MCGOVERN; Treasurer, EDWARD HALEY, HORACE LOOMIS, P. J. ANDREWS, ex-officio.
Office open during business hours every day in the year, except legal holidays. Examinations are held on Monday, Wednesday and Friday after 1 P. M.

SUPREME COURT.
County Court-house, 10.30 A. M. to 4 P. M.
Special Term, Part I., Room No. 16.
Clerk's Office, Part I., Room No. 15.
Special Term, Part II., Room No. 13.
Clerk's Office, Part II., Room No. 12.
Special Term, Part III., Room No. 18.
Clerk's Office, Part III., Room No. 19.
Special Term, Part IV., Room No. 20.
Special Term, Part V., Room No. 33.
Special Term, Part VI., Room No. 31.
Special Term, Part VII., Room No. 39.
Trial Term, Part I., Room No. 34.
Clerk's Office, Room No. 23.
Trial Term, Part III., Room No. 22.
Trial Term, Part IV., Room No. 21.
Trial Term, Part V., Room No. 24.
Trial Term, Part VI., Room No. 35.
Trial Term, Part VII., Room No. 36.
Trial Term, Part VIII., Room No. 27.
Trial Term, Part IX., Room No. 29.
Trial Term, Part X., Room No. 28.
Trial Term, Part XI., Room No. 37.
Trial Term, Part XII., Room No. 26.
Appellate Term, Room No. 20.
Clerk's Office, Appellate Term, Room No. 30.
Naturalization Bureau, Room No. 38.
Assignment Bureau, Room No. 32.
Justices—ABRAHAM L. LAWRENCE, CHARLES H. TEUX, CHARLES F. MACLEAN, FREDERICK SMYTH, JAMES FITZGERALD, MILES BEACH, DAVID LEVENTRITT, LEONARD A. GEIGRICH, HENRY BISCHOFF, JR., JOHN J. FREEDMAN, GEORGE P. ANDREWS, P. HENRY DUGRO, DAVID MCADAM, HENRY R. BERKMAN, HENRY A. GILDERSLEEVE, FRANCIS M. SCOTT, JAMES A. O'GORMAN, WILLIAM SOMMER, Clerk.

APPELLATE DIVISION, SUPREME COURT.
Court-house, Madison avenue, corner Twenty-fifth street. Court opens at 1 P. M.
CHARLES H. VAN BRUNT, Presiding Justice; GEORGE

C. BARRETT, CHRISTIE B. McLAUGHLIN, EDWARD PATTERSON, MORGAN J. O'BRIEN, GEORGE L. INGRAM, WILLIAM RUMSEY, Justices. ALFRED WAGSTAFF, Clerk. WILLIAM LAMB, Jr., Deputy Clerk.

CRIMINAL DIVISION, SUPREME COURT.
New Criminal Court Building, Centre street. Court opens at 10.30 o'clock A. M.
EDWARD R. CARROLL, Clerk. Hours from 10 A. M. to 4 P. M.

COUNTY COURT, KINGS COUNTY.
County Court-house, Brooklyn, Rooms 10, 22, 23 and 27. Court opens 10 A. M., daily, and sits until business is completed, Part I., Room No. 23, Part II., Room No. 10, Court house. Clerk's Office, Rooms 22 and 27, open daily from 9 A. M. to 4 P. M.; Saturdays, 12 M. to 2 P. M.
JOSEPH ASPINALL and WM. B. HURD, Jr., County Judges.
CHARLES Y. VAN DOREN, Chief Clerk.

QUEENS COUNTY COURT.
County Court-house, Long Island City.
County Court opens at 9.30 A. M.; adjourns at 5 P. M. County Judge's office always open at Flushing, N. Y. HARRISON S. MOORE, County Judge.

CITY COURT OF THE CITY OF NEW YORK.
No. 32 Chambers street, Brown-stone Building, City Hall Park, from 10 A. M. to 4 P. M.
General Term.
Trial Term, Part I.
Part II.
Part III.
Part IV.
Special Term Chambers will be held 10 A. M. to 4 P. M.
Clerk's Office, from 9 A. M. to 4 P. M.
JAMES M. FITZSIMONS, Chief Justice; JOHN H. MCCARTHY, LEWIS J. CONLAN, JOHN P. SCHUCHMAN, EDWARD F. O'DWYER and THRODOR F. HASCALL, Justices. THOMAS F. SMITH, Clerk.
Clerk's office open from 9 A. M. to 4 P. M.

COURT OF GENERAL SESSIONS.
Held in the building for Criminal Courts, Centre Elm, White and Franklin streets. Court opens at half-past 10 o'clock.
RUFUS B. COWING, City Judge; JOHN W. GORF, Recorder; JOSEPH E. NEWBURGER, MARTIN T. McMAHON and WARREN W. FOSTER, Judges of the Court of General Sessions. EDWARD R. CARROLL, Clerk.
Clerk's office open from 9 A. M. to 4 P. M.

COURT OF SPECIAL SESSIONS.
Building for Criminal Courts, Centre street, between Franklin and White streets, Borough of Manhattan. Court opens at 10 A. M.
Justices, First Division—ELIZUR B. HINSDALE, WILLIAM TRAVERS JEROME, EPHRAIM A. JACOB, JOHN B. MCKEAN, WILLIAM C. HOLBROOK, WILLIAM M. FULLER, Clerk; JOSEPH H. JONES, Deputy Clerk.
Clerk's office open from 9 A. M. to 4 P. M.
Second Division—Trial days—Borough Hall, Brooklyn, Mondays, Wednesdays and Fridays, at 10 o'clock; Town Hall, Jamaica, Borough of Queens, Tuesdays, at 10 o'clock; Town Hall, New Brighton, Borough of Richmond, Thursdays, at 10 o'clock.
Justices—JOHN COURTNEY, HOWARD J. FORKER, PATRICK KRAZY, JOHN FLEMING, THOMAS W. FITZGERALD, JOSEPH L. KERRIGAN, Clerk; CHARLES F. WOLZ, Deputy Clerk.
Clerk's office, Borough Hall, Borough of Brooklyn, open from 9 A. M. to 4 P. M.

MUNICIPAL COURTS.
Borough of Manhattan.

First District—Third, Fifth and Eighth Wards, and all that part of the First Ward lying west of Broadway and Whitehall street, including Governor's Island, Bedloe's Island, Ellis Island and the Oyster Islands. New Court-house, No. 128 Prince street, corner of Wooster street.
DANIEL E. FINN, Justice. FRANK L. BACON, Clerk.
Clerk's office open from 9 A. M. to 4 P. M.
Second District—Second, Fourth, Sixth and Fourteenth Wards, and all that portion of the First Ward lying south and east of Broadway and Whitehall street. Court-room, corner of Grand and Centre streets.
HERMANN BOLTE, Justice. FRANCIS MANGIN, Clerk.
Clerk's office open from 9 A. M. to 4 P. M.
Court opens daily at 10 A. M., and remains open until daily calendar is disposed of and close of the daily business, except on Sundays and legal holidays.

Third District—Ninth and Fifteenth Wards. Court-room, southwest corner Sixth avenue and West Tenth street. Court open daily (Sundays and legal holidays excepted) from 9 A. M. to 4 P. M.
WM. F. MOORE, Justice. DANIEL WILLIAMS, Clerk.
Fourth District—Tenth and Seventeenth Wards. Court-room, No. 30 First street, corner Second avenue. Court opens 9 A. M. daily, and remains open to close of business.
GEORGE F. ROESCH, Justice. JOHN E. LYNCH, Clerk.

Fifth District—Seventh, Eleventh and Thirteenth Wards. Court-room, No. 154 Clinton street.
BENJAMIN HOFFMAN, Justice. THOMAS FITZPATRICK, Clerk.

Sixth District—Eighteenth and Twenty-first Wards. Court-room, northwest corner Twenty-third street and Second avenue. Court opens 9 A. M. daily, and continues open to close of business.

DANIEL F. MARTIN, Justice. ABRAM BERNARD, Clerk.
Seventh District—Nineteenth Ward. Court-room, No. 151 East Fifty-seventh street. Court opens every morning at 9 o'clock (except Sundays and legal holidays), and continues open to close of business.
HERMAN JOSEPH, Justice. PATRICK McDAVITT, Clerk.

Eighth District—Sixteenth and Twentieth Wards. Court-room, northwest corner of Twenty-third street and Eighth avenue. Court opens at 10 A. M. and continues open to close of business.
Clerk's office open from 9 A. M. to 4 P. M. each Court day.

Trial days and Return days, each Court day.
JOSEPH H. STINER, Justice. THOMAS COSTIGAN, Clerk.

Ninth District—Twelfth Ward, except that portion thereof which lies west of the centre line of Lenox or Sixth avenue, and of the Harlem river north of the terminus of Lenox avenue. Court-room, No. 170 East One Hundred and Twenty-first street, southeast corner of Sylvan place. Court opens every morning at 9 o'clock (except Sundays and legal holidays), and continues open to close of business.
JOSEPH P. FALLON, Justice. WILLIAM J. KENNEDY, Clerk.

Clerk's office open daily from 9 A. M. to 4 P. M.

Tenth District—Twenty-second Ward and all that portion of the Twelfth Ward which is bounded on the north by the centre line of One Hundred and Tenth street, on the south by the centre line of Eighty-sixth street, on the east by the centre line of Sixth avenue, and on the west by the North river. Court-room, No. 314 West Fifty-fourth street. Court opens daily (Sundays and legal holidays excepted) from 9 A. M. to 4 P. M.
THOMAS E. MURRAY, Justice. HUGH GRANT, Clerk.

Eleventh District—That portion of the Twelfth Ward which lies north of the centre line of West One Hundred and Tenth street and west of the centre line of Lenox or Sixth avenue, and of the Harlem river north

of the terminus of Lenox or Sixth avenue. Court-room, corner of One Hundred and Twenty-sixth street and Columbus avenue. Court opens daily (Sundays and legal holidays excepted) from 10 A. M. to 4 P. M.
FRANCIS J. WORCESTER, Justice. ADOLPH N. DUMAHAUT, Clerk.

Borough of The Bronx.
First District—All that part of the Twenty-fourth Ward which was lately annexed to the City and County of New York by chapter 1034 of the Laws of 1895, comprising all of the late Town of Westchester and part of the Towns of Eastchester and Pelham, including the Villages of Wakefield and Williamsbridge. Court-room, Town Hall, Main street, Westchester Village. Court opens daily (Sundays and legal holidays excepted) from 9 A. M. to 4 P. M.
WILLIAM W. PENFIELD, Justice. JOHN N. STEWART, Clerk.

Second District—Twenty-third and Twenty-fourth Wards. Court-room, corner of Third avenue and One Hundred and Fifty-eighth street. Office hours from 9 A. M. to 4 P. M. Court opens at 10 A. M.
JOHN M. TIERNY, Justice. HOWARD SPEAR, Clerk.

Borough of Brooklyn.
First District—Comprising First, Second, Third, Fourth, Fifth, Sixth, Tenth and Twelfth Wards of the Borough of Brooklyn. Court-house, northwest corner State and Court streets.
JOHN J. WALSH, Justice. EDWARD MORAN, Clerk.

Clerk's office open from 9 A. M. to 4 P. M.
Second District—Seventh, Eighth, Ninth, Eleventh, Twentieth, Twenty-first, Twenty-second and Twenty-third Wards. Court-room located at No. 794 Broadway, Brooklyn.
GERARD B. VAN WART, Justice. WILLIAM H. ALLEN, Clerk.

Clerk's office open from 9 A. M. to 4 P. M.
Third District—Includes the Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Wards. Court-house, Nos. 6 and 8 Lee avenue, Brooklyn.
WILLIAM J. LYNCH, Justice. JOHN W. CARPENTER, Clerk.

Clerk's office open from 9 A. M. until 4 P. M. Court opens at 10 o'clock.

Fourth District—Twenty-fourth, Twenty-fifth, Twenty-sixth, Twenty-seventh and Twenty-eighth Wards. Court-room, No. 14 Howard avenue.
THOMAS H. WILLIAMS, Justice. HERMAN GOHLINGHORST, Clerk; JAMES P. SINNOTT, Assistant Clerk.

Clerk's office open from 9 A. M. to 4 P. M.
Fifth District—Twenty-ninth, Thirtieth, Thirty-first and Thirty-second Wards. Court-room on Bath avenue and Bay Twenty-second street, Bath Beach.
CORNELIUS FURGUSON, Justice. JEREMIAH J. O'LEARY, Clerk.

Clerk's office open from 9 A. M. to 4 P. M.

Borough of Queens.
First District—First Ward (all of Long Island City, formerly composing five Wards). Court-room Queens County Court-house (located temporarily).
THOMAS C. KADIEH, Justice. THOMAS F. KENNEDY, Clerk.

Clerk's office open from 9 A. M. to 4 P. M. each week day. Court held each day, except Saturday.

Second District—Second and Third Wards, which includes the territory of the late Towns of Newtown and Flushing. Court-room in Court-house of late Town of Newtown, corner of Broadway and Court street, Elmhurst, New York. P. O. address, Elmhurst, New York.
WILLIAM RASQUIN, Jr., Justice. HENRY WALTER, Jr., Clerk.

Clerk's office open from 9 A. M. to 4 P. M.

Third District—JAMES F. McLAUGHLIN, Justice; GEORGE W. DAMON, Clerk.

Court-house, Town Hall, Jamaica.

Clerk's office open from 9 A. M. to 4 P. M. Court held on Mondays, Wednesdays and Fridays, at 10 A. M.

Borough of Richmond.

First District—First and Third Wards (Towns Castle and Northfield). Court-room, former Village Hall, Lafayette avenue and Second street, New Brighton.
JOHN J. KENNEY, Justice. FRANCIS F. LEMAN, Clerk.

Clerk's office open from 9 A. M. to 4 P. M. Court held each day, except Saturday, from 10 A. M.

Second District—Second, Fourth and Fifth Wards (Towns of Middletown, Southfield and Westfield). Court-room, former Edgewater Village Hall, Stapleton.
GEORGE W. STAKE, Justice. PETER TIERNAN, Clerk.

Clerk's office open from 9 A. M. to 4 P. M. Court held each day from 10 A. M., and continues until close of business.

BOROUGH OF MANHATTAN.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements asking that a sewer be placed in Wadsworth avenue, from Broadway north to Eleventh avenue, has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements, asking that West One Hundred and Thirty-sixth street be opened, from Amsterdam avenue to Broadway, has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements, asking that West One Hundred and Thirty-fourth street be opened from Convent avenue to Broadway, has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements, asking that One Hundred and Ninetieth street be paved, from

Amsterdam to Eleventh avenue, with asphalt blocks,

has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements, asking that One Hundred and Ninetieth street be paved, from

Amsterdam to Eleventh avenue, with asphalt blocks, has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

OFFICE PRESIDENT OF THE BOROUGH OF MANHATTAN, }
NEW YORK, February 16, 1900. }

NOTICE IS HEREBY GIVEN, IN ACCORDANCE with section 400 of the Charter of The City of New York, that a petition signed by residents of the Nineteenth District for Local Improvements, asking that Ten h avenue, from Academy street to Broadway, be regulated, graded, curbed, guttered and sidewalks laid; also a sewer placed in same, has been filed in this office, and is now ready for public inspection, and that a meeting of the Local Board of the Nineteenth District for Local Improvements will be held in the Borough Office, City Hall, on the 27th day of February, 1900, at 12 M., at which meeting said petition will be submitted to the Board.

JAMES J. COOGAN, President.

I. E. RIDER, Secretary.

CHANGE OF GRADE DAMAGE COMMISSION, TWENTY-THIRD AND TWENTY-FOURTH WARDS.

PURSUANT TO THE PROVISIONS OF CHAPTER 537 of the Laws of 1893, entitled "An act providing for ascertaining and paying the amount of damages to lands and buildings suffered by reason of changes of grade of streets or avenues, made pursuant to chapter 721 of the Laws of 1887, providing for the depression of railroad tracks in the Twenty-third and Twenty-fourth Wards, in the City of New York, or otherwise," and the acts amendatory thereof and supplemental thereto, notice is hereby given that public meetings of the Commissioners appointed pursuant to said acts, will be held at Room 58, Schermerhorn Building, No. 96 Broadway, in the City of New York, on Monday, Wednesday and Friday of each week, at 2 o'clock P. M., until further notice.

Dated New York, January 3, 1900.

WILLIAM E. STILLINGS, CHARLES A. JACKSON, OSCAR S. BAILEY, Commissioners.

LAMONT McLOUGHLIN, Clerk.

MUNICIPAL CIVIL SERVICE COMMISSION.

MUNICIPAL CIVIL SERVICE COMMISSION OF THE CITY OF NEW YORK, }
CENTRE, ELM, FRANKLIN AND WHITE STREETS, }
NEW YORK, February 17, 1900. }

PUBLIC NOTICE IS HEREBY GIVEN THAT open competitive examinations will be held at the offices of this Commission for the following positions, upon the dates specified:

Wednesday, February 21, 10 A. M., CLERK, DEPARTMENT OF TAXES AND ASSESSMENTS. Subjects of examination: Handwriting, spelling, dictation, arithmetic and letter-writing and a special paper.

LEE PHILLIPS, Secretary.

THE COLLEGE OF THE CITY OF NEW YORK.

A STATED MEETING OF THE BOARD of Trustees of the College of The City of New York will be held on Monday, February 19, 1900, at 4 o'clock P. M., at the Hall of the Board of Education, Park avenue and Fifty-ninth street, Borough of Manhattan.

JOSEPH J. LITTLE, Chairman.

A. EMERSON PALMER, Secretary.

Dated, BOROUGH OF MANHATTAN, February 15, 1900.

DEPARTMENT OF DOCKS AND FERRIES.

DEPARTMENT OF DOCKS AND FERRIES, }
PIER "A," NORTH RIVER, }

TO CONTRACTORS.

(No. 677.)

PROPOSALS FOR ESTIMATES FOR DREDGING NORTH OF WEST THIRTY-FOURTH STREET, ON THE NORTH RIVER, BOROUGH OF MANHATTAN.

ESTIMATES FOR DREDGING NORTH OF West thirty-fourth street, on the North river, will be received by the Board of Docks, at the office of said Board, on Pier "A," foot of Battery place, North river, in The City of New York, until 2 o'clock P. M. on

WEDNESDAY, FEBRUARY 28, 1900,

at which time and place the estimates will be publicly opened by said Board. 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 Fourteen Thousand Dollars.

The Engineer's estimate of the quantities of material necessary to be dredged is as follows:

Mud dredging, about 200,000 cubic yards.

Bidders are required to submit their estimates upon the following express conditions, which shall apply to and become a part of every estimate received:

1st. Bidders must satisfy themselves by personal examination of the location of the proposed dredging, 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 Board of Docks, and in substantial accordance with the specifications of the contract. No extra compensation, beyond the amount payable for the work before mentioned, shall be actually performed, at the price therefor, per cubic yard, to be specified by the lowest bidder, shall be due or payable for the entire work.

The work to be done under this contract is to be commenced within five days after receiving a notification from the Engineer-in-Chief of the Department of Docks and Ferries that any part of portion of the dredging herein mentioned is required. The dredging to be done under this contract will be in slips or portions of slips between the southerly side of West Thirty-fourth

and that all persons interested in this proceeding, or in

any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections, in writing, duly verified, to us, at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in the City of New York, on or before the 7th day of March, 1900, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 8th day of March, 1900, at 10 o'clock A.M.

Second—That the abstract of our said estimate of damage, together with our damage maps, and also all affidavits, estimates, proofs and other documents used by us in making our report, have been deposited in the Bureau of Street Openings of the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said city, there to remain until the 17th day of March, 1900.

Third—That we propose to assess for benefit, which assessment will appear in our last partial and separate abstract of estimate and assessment, and will be contained in our last partial and separate report, all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point formed by the intersection of the northern side of East One Hundred and Forty-ninth street with the easterly side of Prospect avenue; running thence northerly along said easterly side of Prospect avenue to the southwesterly side of Macy place; thence southeasterly along said southwesterly side of Macy place to the westerly side of Hewitt place; thence easterly to the intersection of the southeasterly side of Dawson street with the middle line of the block between Craven street and Longwood avenue; thence southeasterly along said middle line of the block to its intersection with the middle line of the block between the Southern Boulevard and Whitlock avenue; thence southeasterly along said middle line of the block to the southwesterly side of Craven street; thence southeasterly along said southwesterly side of Craven street to the northwesterly side of Truxton street; thence easterly to the intersection of the westerly side of Worthen street with the westerly prolongation of that part of the middle line of the block between Randall avenue and Spofford avenue lying easterly from Tiffany street; thence easterly along said westerly prolongation and middle line of the block to the westerly side of Barretto street; thence southerly along said westerly side of Barretto street to the middle line of the block between Eastern Boulevard and Randall avenue; thence westerly along said middle line of the block to the middle line of the block between Craven street and Truxton street; thence southerly along said middle line of the block and its prolongation southwardly to the United States bulkhead-line of the East river; thence westerly along said bulkhead-line to the middle line of the block between Truxton street and Dupont street; thence northerly along said middle line of the block to the middle line of the block between Eastern Boulevard and Leggett avenue; thence westerly on a straight line to the intersection of the northerly side of Austin place with the northwesterly side of East One Hundred and Forty-ninth street; thence northerly along said northwesterly side of East One Hundred and Forty-ninth street to the southerly side of the Southern Boulevard; thence northerly to the point or place of beginning, as such streets are shown upon the final maps and profiles of the Twenty-third and Twenty-fourth Wards of The City of New York.

Fourth—That our first partial and separate report herein will be presented to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court-house, in the Borough of Manhattan, in the City of New York, on the 16th day of April, 1900, at the opening of the Court on that day, and 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, BOROUGH OF MANHATTAN, NEW YORK CITY, December 18, 1899.

THEODORE E. SMITH, Chairman,
CHAS. BIGGS,
J. ASPINWALL HODGE, JR.,
Commissioners.

JOHN P. DUNN,
Clerk.

FIRST DEPARTMENT.

In the matter of the application of The Mayor, Aldermen and Commonalty of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the purpose of opening AVENUE ST. JOHN (although not yet named by proper authority), from Prospect avenue to Timpon place, as the same has been heretofore laid out and designated as a first-class street or road in the Twenty-third Ward of The City of New York.

NOTICE IS HEREBY GIVEN THAT THE BILL of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, up to and including the 6th day of February, 1900, will be presented for taxation to one of the Justices of the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I, to be held at the County Court-house, in the Borough of Manhattan, in the City of New York, on the 1st day of March, 1900, at 10.30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard thereon; and that the said bill of costs, charges and expenses has been deposited in the office of the Clerk of the County of New York, there to remain for and during the space of ten days, as required by the provisions of section 939 of title 4 of chapter 19, of chapter 378 of the Laws of 1897.

Dated, BOROUGH OF MANHATTAN, NEW YORK, February 6, 1900.

JAMES R. ELY,
THOMAS F. MURRAY,
EDWARD D. FARRELL,
Commissioners.

JOHN P. DUNN,
Clerk.

COUNTY OF NEW YORK.

In the matter of the application of The Mayor, Aldermen and Commonalty of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to EAST ONE HUNDRED AND SIXTY-FIRST STREET (although not yet named by proper authority), from Elton avenue to Mott avenue, in the Twenty-third Ward of The City of New York, as the same has been heretofore laid out and designated as a first-class street or road.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that, on the order herein of the Appellate Division of the Supreme Court of the State of New York for the First Judicial Department, bearing date November 19, 1897, and duly filed on the 29th day of December, 1897, and on all the papers referred to therein, and on all papers in the proceeding entitled as above, and on the affidavit of George L. Sterling, verified 10th day of February, 1900, a motion and application will be made to the Supreme Court of the State of New York, at a Special Term thereof, to be held at Part III, in the County Court-house, in the City of New York, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter, and for a hearing upon the issues raised herein by the answer of the New York Central and Hudson River Railroad Company.

The nature and extent of the improvement intended is the acquisition of title by The City of New York, as the successor of The Mayor, Aldermen and Commonalty of the City of New York, for the use of the public,

to all the lands and premises, with the buildings thereon and appurtenances thereto belonging, required for the opening of a certain street or avenue, known as East One Hundred and Sixty-first street, from Elton avenue to Mott avenue, in the Twenty-third Ward of The City of New York, being certain lots, pieces or parcels of land described in the notice and petition heretofore made herein, to wit:

PARCEL "A."

Beginning at the intersection of the western line of Sheridan avenue with the southern line of East One Hundred and Sixty-first street (as legally opened November 16, 1880).

1st. Thence southwesterly along the western line of Sheridan avenue for 40.45 feet.

2d. Thence westerly deflecting 81 degrees 24 minutes 1 second to the right for 340.17 feet to the eastern line of Mott avenue.

3d. Thence northerly along the eastern line of Mott avenue for 40.01 feet to the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

4th. Thence easterly along the southern line of said East One Hundred and Sixty-first street for 345.11 feet to the point of beginning.

PARCEL "B."

Beginning at the intersection of the eastern line of Sheridan avenue with the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence southwesterly along the eastern line of Sheridan avenue for 40.45 feet.

2d. Thence easterly deflecting 93 degrees 35 minutes 50 seconds to the left for 736.98 feet to the western line of Morris avenue.

3d. Thence northerly along the western line of Morris avenue for 40 feet to the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

4th. Thence westerly along the southern line of said East One Hundred and Sixty-first street for 730.93 feet to the point of beginning.

PARCEL "C."

Beginning at the intersection of the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880) with the western line of Park avenue (Railroad avenue, West).

1st. Thence southwesterly along the western line of Park avenue (Railroad avenue, West), for 44.95 feet.

2d. Thence westerly deflecting 62 degrees 51 minutes 20 seconds to the right for 462.41 feet to the eastern line of Morris avenue.

3d. Thence northerly along the eastern line of Morris avenue for 40 feet to the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

4th. Thence easterly along the southern line of said East One Hundred and Sixty-first street for 482.92 feet to the point of beginning.

PARCEL "D."

Beginning at the intersection of the northern line of East One Hundred and Sixty-first street (legally opened November 16, 1880), with the eastern line of Park avenue (legally opened as Railroad avenue, West).

1st. Thence northerly along the eastern line of Park avenue for 20.50 feet.

2d. Thence easterly deflecting 62 degrees 7 minutes 43 seconds to the right for 260.67 feet to the western line of Courtlandt avenue.

3d. Thence southwesterly along the western line of Courtlandt avenue for 28.26 feet to the northern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

4th. Thence westerly along the northern line of said East One Hundred and Sixty-first street for 113.08 feet.

5th. Thence northerly along the northern line of said East One Hundred and Sixty-first street for 5.67 feet.

6th. Thence westerly along the northern line of East One Hundred and Sixty-first street for 146.66 feet to the point of beginning.

PARCEL "E."

Beginning at the intersection of the eastern line of Park avenue (legally opened as Railroad avenue, West) with the southern line of East One Hundred and Sixty-first street (as legally opened November 16, 1880).

1st. Thence southwesterly along the eastern line of Park avenue (Railroad avenue, East) for 25.19 feet.

2d. Thence easterly deflecting 117 degrees 52 minutes 17 seconds to the left for 101.17 feet to the western line of Park avenue (formerly Railroad avenue, East).

3d. Thence northerly along the western line of Park avenue (formerly Railroad avenue, East) for 23.75 feet to the southern line of said East One Hundred and Sixty-first street.

4th. Thence westerly along the southern line of said East One Hundred and Sixty-first street for 100.51 feet to the point of beginning.

PARCEL "F."

Beginning at the intersection of the eastern line of Park avenue (Railroad avenue, East) with the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence southwesterly along the eastern line of Park avenue (Railroad avenue, East) for 28.28 feet.

2d. Thence easterly deflecting 117 degrees 53 minutes 20 seconds to the left for 107.42 feet to the western line of Courtlandt avenue.

3d. Thence northerly along the western line of Courtlandt avenue for 25 feet to the southern line of said East One Hundred and Sixty-first street.

4th. Thence westerly along the southern line of said East One Hundred and Sixty-first street for 94.19 feet to the point of beginning.

PARCEL "G."

Beginning at the intersection of the northern line of East One Hundred and Sixty-first street (legally opened November 16, 1880) with the western line of Melrose avenue.

1st. Thence northerly along the western line of Melrose avenue for 25 feet.

2d. Thence westerly deflecting 90 degrees to the left for 407.41 feet to the eastern line of Courtlandt avenue.

3d. Thence southwesterly along the eastern line of Courtlandt avenue for 28.26 feet to the northern line of East One Hundred and Sixty-first street.

4th. Thence easterly along the southern line of East One Hundred and Sixty-first street for 420.58 feet to the point of beginning.

PARCEL "H."

Beginning at the intersection of the western line of Melrose avenue with the southerly line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence southerly along the western line of Melrose avenue for 25 feet.

2d. Thence westerly deflecting 90 degrees to the right for 441 feet to the eastern line of Courtlandt avenue.

3d. Thence northerly along the eastern line of Courtlandt avenue for 25 feet to the southern line of said East One Hundred and Sixty-first street.

4th. Thence easterly along the southern line of said East One Hundred and Sixty-first street for 441 feet to the point of beginning.

PARCEL "I."

Beginning at a point at the intersection of the eastern line of Melrose avenue with the northern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence northerly along the eastern line of Melrose avenue for 25 feet.

2d. Thence easterly deflecting 90 degrees to the right for 449.48 feet.

3d. Thence easterly deflecting 24 degrees 17 minutes 40 seconds to the left for 15.46 feet to the western line of Elton avenue.

4th. Thence southwesterly along the western line of Elton avenue for 40.33 feet to the northern line of said East One Hundred and Sixty-first street.

5th. Thence westerly along the northern line of said East One Hundred and Sixty-first street for 48.21 feet to the point of beginning.

PARCEL "J."

Beginning at the intersection of the eastern line of Melrose avenue with the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence southerly along the eastern line of Melrose avenue for 25 feet.

2d. Thence easterly deflecting 90 degrees to the left for 421 feet to the western line of Elton avenue.

3d. Thence northerly along the western line of Elton avenue for 25 feet to the southern line of said East One Hundred and Sixty-first street.

4th. Thence westerly along the southern line of said East One Hundred and Sixty-first street for 421 feet to the point of beginning.

PARCEL "K."

Beginning at the intersection of the eastern line of Elton avenue with the southern line of East One Hundred and Sixty-first street (legally opened November 16, 1880).

1st. Thence southerly along the eastern line of Elton avenue for 25 feet.

2d. Thence easterly deflecting 114 degrees 17 minutes 40 seconds to the left for 60.76 feet to the southern line of said East One Hundred and Sixty-first street.

3. Thence westerly along the southern side of said East One Hundred and Sixty-first street for 55.38 feet to the point of beginning.

East One Hundred and Sixty-first street is designated as a street of the first-class, and is shown on sections 6, 7 and 9 of the Final Maps and Profiles of the Twenty-third and Twenty-fourth Wards of The City of New York, filed as follows: In the office of the Commissioner of Street Improvements of the Twenty-third and Twenty-fourth Wards of The City of New York, section 6 on August 6, 1895, and sections 7 and 9 on October 31, 1895; in the office of the Register of the City and County of New York, section 6 on August 7, 1895, and sections 7 and 9 on November 2, 1895; in the office of the Secretary of State of the State of New York, section 6 on August 9, 1895, and sections 7 and 9 on November 2, 1895.

Dated, NEW YORK, February 14, 1900.
JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York relative to acquiring title, wherever the same has not been heretofore acquired, to the lands and premises required for the opening of the approach to the bridge over the Harlem river at West One Hundred and Forty-fifth street, in the Twelfth Ward, Borough of Manhattan, City of New York, and the approaches to the bridge over the Harlem river at East One Hundred and Forty-ninth street, in the Twenty-third Ward, Borough of The Bronx, City of New York.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, First Department, at a Special Term of said Court, to be held at Part III, thereof, in the County Court-house, in the Borough of Manhattan, in the City of New York, on Tuesday, the 27th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York, for the use of the public, to all the lands and premises, with the buildings thereon and the appurtenances thereto belonging, required for the opening of the approach to the bridge over the Harlem river at West One Hundred and Forty-fifth street, in the Twelfth Ward, Borough of Manhattan, City of New York, and the approaches to the bridge over the Harlem river at East One Hundred and Forty-ninth street, in the Twenty-third Ward, Borough of The Bronx, City of New York, being the following-described lots, pieces or parcels of land, viz.:

PARCEL "A."

Beginning at the intersection of the eastern line of Lenox avenue with the northern line of West One Hundred and Forty-fifth street:

1. Thence northerly along the eastern line of Lenox avenue for 25 feet;

2. Thence easterly deflecting 90 degrees to the right for 640.05 feet to the western pierhead-line of the Harlem river;

3. Thence southerly deflecting 59 degrees 1 minute 20 seconds to the right along said line for 20.16 feet to the northern line of West One Hundred and Forty-fifth street;

4. Thence westerly for 655.97 feet to the point of beginning.

PARCEL "B."

Beginning at the intersection of the eastern line of Lenox avenue with the southern line of West One Hundred and Forty-fifth street:

1. Thence southerly along the eastern line of Lenox avenue for 25 feet;

2. Thence easterly deflecting 90 degrees to the left for 730.72 feet to the western pierhead-line of the Harlem river;

3. Thence northerly deflecting 120 degrees 29 minutes 20 seconds to the left along said line for 29.01 feet to the southern line of West One Hundred and Forty-fifth street;

4. Thence westerly for 716 feet to the point of beginning.

PARCEL "C."

Beginning at the intersection of the western line of River avenue with the northern line of East One Hundred and Forty-ninth street:

1. Thence westerly along the northern line of East One Hundred and Forty-ninth street for 599.52 feet to the eastern pierhead-line of the Harlem river;

2. Thence northerly deflecting 81 degrees 8 minutes 57 seconds to the right along said line for 50.60 feet;

3. Thence easterly deflecting 98 degrees 51 minutes 3 seconds to the right for 486.30 feet;

4. Thence northerly deflecting 90 degrees to the left for 40.51 feet;

5. Thence northerly deflecting 20 degrees 4 minutes 57 seconds to the left for 313.78 feet;

6. Thence easterly deflecting 122 degrees 55 minutes 4 seconds to the right for 119.12 feet;

7. Thence southerly deflecting 57 degrees 4 minutes 56 seconds to the right for 285.61 feet;

8. Thence easterly deflecting 47 degrees 30 minutes 2 seconds to the left for 30 feet to the western line of River avenue;

9. Thence southerly for 82.24 feet to the point of beginning.

PARCEL "D."

Beginning at the intersection of the western line of River avenue with the southern line of East One Hundred and Forty-ninth street:

1. Thence westerly along the southern line of East One Hundred and Forty-ninth street for 49.17 feet;

2. Thence southerly deflecting 110 degrees 4 minutes 57 seconds to the left for 47.60 feet;

3. Thence southerly deflecting 21 degrees 34 minutes 29 seconds to the right for 639.07 feet;

4. Thence southerly deflecting 16 degrees 30 minutes 25 seconds to the left for 87.09 feet;

5. Thence northerly for 772.94 feet to the point of beginning.

PARCEL "E."

Beginning at the intersection of the northern line of East One Hundred and Forty-ninth street with the western line of Gerard avenue:

1. Thence westerly along the northern line of East One Hundred and Forty-ninth street for 201.01 feet to the eastern line of River avenue;

2. Thence northerly along said line for 50.69 feet;

3. Thence easterly for 205.08 feet to the point of beginning.

PARCEL "F."

Beginning at the intersection of the southern line of East One Hundred and Forty-ninth street with the western line of Gerard avenue:

1. Thence westerly along the southern line of East One Hundred and Forty-ninth street for 201.10 feet to the eastern line of River avenue;

2. Thence southerly along said line for 10.23 feet;

3. Thence easterly for 200.71 feet to the point of beginning.

The said approaches are shown on "Map showing the proposed widening of West One Hundred and Forty-fifth street, between Lenox avenue and the United States pierhead-line of the Harlem river, at West One Hundred and Forty-fifth street, in the Twelfth Ward, Borough of Manhattan," filed in the offices of the Register of the County of New York, the Corporation Counsel of The City of New York, and the President of the Board of Public Improvements of The City of New York, on the 10th day of August, 1899, and on "Map showing proposed location of approaches to bridge over Harlem river, at East One Hundred and Forty-ninth street, Borough of The Bronx," filed in the above-mentioned offices on the 28th day of July, 1898.

The lands to be taken for the said approaches are located in Blocks 1742 and 1743 of Section 6, and Blocks 2351, 2352, 2353 and 2354 of Section 9 of the Land Map of The City of New York.

Dated, NEW YORK, February 14, 1900.
JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
New York City.

FIRST DEPARTMENT.

In the matter of the application of The Mayor, Aldermen and Commonalty of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to the lands, tenements, and hereditaments required for the purpose of opening ST. PAUL'S PLACE (although not yet named by proper authority), from Webster avenue to Fulton avenue, as the same has been heretofore laid out and designated as a first-class street or road in the Twenty-third and Twenty-fourth Wards of the City of New York.

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

First—That we have completed our estimate of damage, and that all persons interested in this proceeding, or in any of the lands, tenements and hereditaments and premises affected thereby, and having objections thereto, do present their said objections, in writing, duly verified, to us, at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in the City of New York, on or before the 6th day of March, 1900, and that we, the said Commissioners, will hear parties so objecting, and for that purpose will be in attendance at our said office on the 7th day of March, 1900, at 4 o'clock P.M.

Second—That the abstract of our said estimate of damage, together with our damage maps, and also all the affidavits, estimates, proofs and other documents used by us in making our report, have been deposited in the Bureau of Street Openings of the Law Department of The City of New York, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in said city, there to remain until the 16th day of March, 1900.

Third—That we propose to assess for benefit, which assessment will appear in our last partial and separate abstract of estimate and assessment, and will be contained in our last partial and separate report, all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point formed by the intersection of the westerly prolongation of a line drawn parallel to the southerly side of East One Hundred and Seventieth street and distant 100 feet southerly therefrom with the middle line of the block between Clay avenue and Webster avenue; running thence northerly along said middle line of the block to its intersection with the boundary line between the Twenty-third and Twenty-fourth Wards; thence northerly on a line parallel to Webster avenue to its intersection with the southeasterly side of Clay avenue; thence northeasterly along said southeasterly side of Clay avenue to the southerly side of East One Hundred and Seventy-first street; thence easterly along said southerly side of East One Hundred and Seventy-first street and its prolongation easterly to its intersection with a line drawn parallel to the easterly side of Fulton avenue and distant 100 feet easterly therefrom; thence southerly along said parallel line to its intersection with a line drawn parallel to the northerly side of Crotona Park, South, and distant 100 feet northerly therefrom; thence easterly along said parallel line to the northwesterly side of Crotona Park, East; thence southwesterly along said northwesterly side of Crotona Park, East, and its prolongation southwesterly to its intersection with the northwesterly prolongation of the southwesterly side of Prospect avenue; thence southeasterly along said northwesterly prolongation and southwesterly side of Prospect avenue to its intersection with the easterly prolongation of that part of the middle line of the block between East One Hundred and Seventieth street and Crotona Park, South, lying westerly from Crotona avenue; thence westerly along said easterly prolongation and middle line of the block to its intersection with the middle line of the block between Franklin avenue and Fulton avenue; thence sou

In the matter of the application of The City of New York, acting by and through the Board of Docks,

relative to acquiring right and title to and possession of the uplands, lands, wharf property, wharfage rights, terms, easements, emoluments and privileges of and to the uplands and lands necessary to be taken for the improvement of the water front of The City of New York, on the North river, between TWENTY-THIRD STREET AND TWENTY-FIRST STREET and the western side of ELEVENTH AVENUE and the Hudson river, pursuant to a plan heretofore adopted by the Board of Docks and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such cases made and provided, determined upon by the Board of Docks on the 13th day of April, 1871, approved by the Commissioners of the Sinking Fund on the 27th day of April, 1871, as altered and amended by the Board of Docks on the 20th day of May, 1877, approved by the Commissioners of the Sinking Fund on the 14th day of June, 1897, and filed in the office of the Department of Docks and Ferries, of the uplands and lands hereinafter described, and all the wharf property, wharfage rights, terms, easements, emoluments and privileges appurtenant thereto and not now owned by The City of New York, namely:

All the uplands, lands, wharf property, wharfage rights, terms, easements, emoluments and privileges of and to the uplands and lands in The City of New York, with the buildings and structures thereon, bounded by the easterly side of Thirtieth avenue, the northerly side of Twentieth street, the westerly side of Eleventh avenue and the southerly side of Twenty-first street.

Together with all the wharfage rights, incorporeal hereditaments, terms, easements, emoluments, privileges and other appurtenances of any kind whatsoever appurtenant to said uplands and lands and appurtenant to the bulkhead along the westerly side of Thirtieth avenue, in front of the above-described premises.

Dated, New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Board of Docks, relative to acquiring right and title to and possession of the wharfage rights, terms, easements, emoluments and privileges appurtenant to PIER, OLD NO. 12, EAST RIVER, not now owned by The City of New York, and all right, title and interest in and to said pier or any portion thereof, not now owned by The City of New York, necessary to be taken for the improvement of the water front of The City of New York, on the East river, at or near OLD SLIP, pursuant to the plan heretofore adopted by the said Board of Docks, and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such cases made and provided and determined upon by the Board of Docks on the 13th day of April, 1871, and approved by the Commissioners of the Sinking Fund, on the 27th day of April, 1871, as altered and amended by the Board of Docks November 3, 1899, which alteration and amendment were approved by the Commissioners of the Sinking Fund, December 6, 1899, and which said plan and amendment were filed in the office of the Department of Docks and Ferries, of all the wharfage rights, terms, easements, emoluments and privileges not now owned by The City of New York, and appurtenant to the premises described as follows, to wit: All the interest in the pier known as Pier, old No. 12, East river, not now owned by The City of New York, said pier being bounded and described as follows, to wit:

Beginning at a point where the existing bulkhead along the southerly side of South street intersects the westerly line of Pier, old No. 12, East river, running thence southerly along said westerly line of Pier, old No. 12, 450.11 feet to the southerly or outer end of said pier; thence easterly along said southerly or outer end of said pier 35.13 feet to the easterly line of said pier; thence northerly along the easterly line of said pier about 450 feet to the line of solid filling running along the southerly side of South street; thence westerly along said line of solid filling 35 feet to the point or place of beginning, be the said several dimensions more or less, together with all the rights of wharfage and other rights connected with or appurtenant to such wharf or pier.

Dated New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Board of Docks, relative to acquiring right and title to and possession of the wharfage rights, terms, easements, emoluments and privileges appurtenant to PIER, NEW NO. 7, EAST RIVER, not now owned by The City of New York, and all right, title and interest in and to said pier or any portion thereof, not now owned by The City of New York, to be taken for the improvement of the water front of The City of New York, on the East river, at or near COENTIES SLIP, pursuant to the plan heretofore adopted by the said Board of Docks, and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such

cases made and provided and determined upon by the Department of Docks on the 13th day of April, 1871, and approved by the Commissioners of the Sinking Fund on the 27th day of April, 1871, as altered and amended by the Board of Docks, November 3, 1899, which alteration and amendment were approved by the Commissioners of the Sinking Fund, December 6, 1899, and which said plan and amendment are filed in the office of the Department of Docks and Ferries, of all the wharfage rights, terms, easements, emoluments and privileges not now owned by The City of New York, and appurtenant to the premises described as follows, to wit: All the interest in the pier known as Pier, new No. 7, East river, not now owned by The City of New York, said pier being bounded and described as follows, to wit:

Beginning at a point where the existing bulkhead along the southerly side of South street intersects the westerly line of Pier, new No. 7, East river; running thence southerly along said westerly line of Pier, new No. 7, 486.18 feet to the southerly or outer end of said pier; thence easterly along southerly or outer end of said pier about 50 feet to the easterly line of said pier; thence northerly along the easterly line of said pier 484.80 feet to the existing bulkhead; thence westerly along continuation of the existing bulkhead 50 feet to the point or place of beginning, be the said several dimensions more or less, together with all the rights of wharfage and other rights connected with or appurtenant to such wharf or pier.

Dated New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Board of Docks, relative to acquiring right and title to and possession of the lands, lands under water filled in, wharfage rights, terms, easements, emoluments and privileges appurtenant to the bulkheads between EIGHTEENTH AND NINETEENTH STREETS, and between NINETEENTH AND TWENTIETH STREETS, EAST RIVER, and appurtenant to the bulkhead and pier at the foot of NINETEENTH STREET, EAST RIVER, necessary to be taken for the improvement of the water front of The City of New York on the East river, pursuant to the plan heretofore adopted by the Board of Docks and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, Borough of Manhattan, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such cases made and provided and determined upon by the Board of Docks, December 17, 1888, and approved by the Commissioners of the Sinking Fund, December 19, 1888, which said plan is filed in the office of the Department of Docks and Ferries, of all the lands, lands under water filled in, wharfage rights, terms, easements, emoluments and privileges not now owned by The City of New York, and appurtenant to the premises described as follows, to wit:

All that certain piece or parcel of land and land under water filled in lying between the northerly side of East Eighteenth street and the southerly side of East Nineteenth street, and bounded and described as follows:

Beginning at a point formed by the intersection of the northerly line of Eighteenth street with the westerly line of the marginal street, wharf or place established by the Board of Docks, December 19, 1888; running thence northerly along said westerly line of said marginal street about 24 feet to the southerly line of Nineteenth street; thence easterly along said southerly line of Nineteenth street about 31 feet to the existing bulkhead; thence southerly along said existing bulkhead about 2.8 feet to the northerly line of Eighteenth street; thence westerly along said northerly line of Eighteenth street about 70 feet to the point or place of beginning.

Together with all wharfage rights, terms, easements, emoluments and privileges appurtenant to and connected with the bulkhead along the river front on the easterly side of said piece or parcel of land and land under water filled in.

Also, all the right, title and interest in and to all that certain pier, bulkhead or wharf property known as the pier and bulkhead at the foot of East Nineteenth street, together with all wharfage rights, terms, easements, emoluments and privileges appurtenant to said pier, bulkhead and wharf property.

Also, all that certain bulkhead and wharf property beginning at a point where the northerly side of East Nineteenth street intersects the existing bulkhead fronting on the East River; thence running northerly along the line of said bulkhead or water front about 265 feet to the southerly line of East Twentieth street, together with all wharfage rights, terms, easements, emoluments and privileges appurtenant to and connected with said bulkhead.

Dated New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Board of Docks, relative to acquiring right and title to and possession of the wharfage rights, terms, easements, emoluments and privileges appurtenant to the bulkhead on the East river between TWENTIETH AND TWENTY-FIRST STREETS, necessary to be taken for the improvement of the water front of The City of New York on the East river, pursuant to the plan heretofore adopted by said Board of Docks, and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, Borough of Manhattan, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such cases made and provided, and determined upon by the Board of Docks, December 17, 1888, and approved by the Commissioners of the Sinking Fund, December 19, 1888, which said plan is filed in the office of the Department of Docks and Ferries, of all the wharfage rights, terms, easements, emoluments and privileges not now owned by The City of New York, and appurtenant to the premises described as follows, to wit:

All that certain bulkhead and wharf property beginning at a point where the northerly line of East Twentieth street intersects the existing bulkhead fronting on the East river; thence running northerly along the line of said bulkhead or water front about 231 feet to the southerly side of East Twenty-first street, together with the wharfage rights, terms, easements, emoluments and privileges appurtenant to and connected with said bulkhead.

Dated New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, acting by and through the Board of Docks, relative to acquiring right and title to and possession of the lands, lands under water filled in, wharfage rights, terms, easements, emoluments and privileges appurtenant to the bulkhead between TWENTY-THIRD AND TWENTY-SECOND STREETS, EAST RIVER, and appurtenant to the bulkhead and pier at the foot of TWENTY-FIRST STREET, EAST RIVER, necessary to be taken for the improvement of the water front of The City of New York on the East River, pursuant to the plan heretofore adopted by the Board of Docks and approved by the Commissioners of the Sinking Fund.

PURSUANT TO SECTION 822 OF CHAPTER 378 of the Laws of 1897, and all the statutes in such cases made and provided, notice is hereby given that an application will be made to the Supreme Court of the State of New York, at a Special Term, Part III, of said Court, to be held in the County Court-house, in The City of New York, Borough of Manhattan, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Assessment in the above-entitled matter.

The nature and extent of the improvement hereby intended is the acquisition, in the name and for the benefit of The City of New York, for the execution of a certain plan for the improvement of the water front of The City of New York, pursuant to the statutes in such cases made and provided and determined upon by the Board of Docks, December 17, 1888, and approved by the Commissioners of the Sinking Fund, December 19, 1888, which said plan is filed in the office of the Department of Docks and Ferries, of all the lands, lands under water filled in, wharfage rights, terms, easements, emoluments and privileges not now owned by The City of New York and appurtenant to the premises described as follows, to wit:

All the right, title and interest in and to all that certain pier, bulkhead and wharf property known as the pier and bulkhead at the foot of East Twenty-first street, together with all wharfage rights, terms, easements, emoluments and privileges appurtenant to said pier, bulkhead and wharf property.

Also all that certain bulkhead and wharf property beginning at a point where the northerly side of East Twenty-first street intersects the existing bulkhead on the East river; thence running northerly along the line of said bulkhead to a point where the existing bulkhead between Twenty-first and Twenty-second streets, East river, is intersected by the westerly line of the marginal street, wharf or place adopted by the Board of Docks, December 19, 1888, together with all wharfage rights, terms, easements, emoluments and privileges appurtenant to and connected with said bulkhead.

Also all that certain piece or parcel of land and land under water filled in between East Twenty-first and East Twenty-second streets, forming a gore or triangle, and bounded and described as follows: Beginning at a point formed by the intersection of the existing bulkhead with the westerly line of the marginal street, wharf or place established by the Board of Docks, December 19, 1888, running thence northerly along said westerly line of said marginal street, wharf or place about one hundred and seventy-four feet, to the southerly line of Twenty-second street; thence easterly along said southerly line of Twenty-second street about (seventeen feet) to the existing bulkhead; thence southerly along said existing bulkhead about one hundred and sixty-five feet to the point or place of beginning, be the said several dimensions more or less, together with all the wharfage rights, terms, easements, emoluments and privileges appurtenant to and connected with the bulkhead along the river front on the easterly side of said piece or parcel of land and land under water filled in.

Dated New York, February 9, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
Borough of Manhattan,
City of New York.

FIRST DEPARTMENT.

In the matter of the application of The Mayor, Aldermen and Commonalty of the City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to all the real estate not owned by The Mayor, Aldermen and Commonalty of The City of New York or any right, title or interest therein not extinguishable by public authority, mentioned and described in the first section of an Act entitled "An Act to provide for an addition to RIVERSIDE PARK, in The City of New York," being chapter 727 of the Laws of 1896.

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

First—That we have completed our estimate and assessment, and that all persons interested in the proceeding, or in any of the lands, tenements and hereditaments, premises affected thereby, and having objections thereto, do present their said objections, in writing, duly verified, to us at our office, Nos. 90 and 92 West Broadway, in the Borough of Manhattan, in The City of New York, on or before the 3d day of March, 1900, and that we, the said Commissioners, will hear parties so objecting within the ten week days next after the said 3d day of March, 1900, and for that purpose will be in attendance at our said office on each of said ten days at 4 o'clock p.m.

Second—That the abstract of our said estimate and assessment, together with our damage and benefit maps, and also all the affidavits, estimates, proofs and other documents used by us in making our report, have been deposited in the Bureau of Street Openings of the Law Department of The City of New York, Nos. 30 and 92 West Broadway, in the Borough of Manhattan, in said city, there to remain until the 16th day of March, 1900.

Third—That the limits of our assessment for benefit include all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Manhattan, in The City of New York, which, taken together are bounded and described as follows, viz.: Beginning at a point formed by the intersection of the westerly prolongation of a line drawn parallel to the southerly side of West One Hundred and Sixteenth street, and distant 100 feet southerly therefrom with the southerly prolongation of a line drawn parallel to and distant 200 feet westerly from the westerly side of that part of Riverside Drive lying northwardly from West One Hundred and Sixteenth street; running thence northerly along said southerly prolongation and parallel line to the westerly prolongation of the centre line of West One Hundred and Twenty-first street; thence westerly along said westerly prolongation of said centre line of West One Hundred and Twenty-first street to the easterly side of the New York Central and Hudson River Railroad; thence

northerly along said easterly side of the New York Central and Hudson River Railroad to the westerly prolongation of the centre line of West One Hundred and Twenty-fifth street; thence easterly along said westerly prolongation of said centre line of West One Hundred and Twenty-fifth street to its intersection with a line drawn parallel to and distant 200 feet westerly from the westerly side of that part of Riverside Drive lying opposite to West One Hundred and Twenty-fifth street; thence northerly along said parallel line and its prolongation northwardly to the westerly prolongation of the centre line of West One Hundred and Twenty-seventh street; thence easterly along said westerly prolongation and centre line of West One Hundred and Twenty-seventh street to its intersection with the northerly prolongation of the middle line of the block between Claremont avenue and Broadway; thence southerly along said northerly prolongation and middle line of the blocks to the westerly prolongation of the middle line of the block between West One Hundred and Twenty-fifth street and West One Hundred and Twenty-sixth street; thence easterly along said westerly prolongation and middle line of the blocks and its prolongation easterly to its intersection with a line drawn parallel to the easterly side of Amsterdam avenue and distant 100 feet easterly therefrom; thence southerly along said parallel line to the middle line of the block between West One Hundred and Fifteenth street and West One Hundred and Sixteenth street; thence westerly along said middle line of the block and its prolongation westerly to the point or place of beginning. Excepting from said area all streets, avenues and roads, or portions thereof, heretofore legally opened, as such area is shown upon our benefit maps deposited as aforesaid.

Fourth—That our report herein will be presented to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part III, to be held in the County Court-house in the Borough of Manhattan, in The City of New York, on the 5th day of April, 1900, 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 BOROUGH OF MANHATTAN, NEW YORK CITY, December 18, 1899.

ALEX. T. MA-ON,
Chairman,
HENRY L. NELSON,
SAMUEL SANDERS,
Commissioners.

JOHN P. DURN,
Clerk

FIRST DEPARTMENT.

In the matter of the application of The City of New York, by the Corporation Counsel of The City of New York, relative to acquiring title by The City of New York, to certain lands on LEXINGTON AVENUE AND TWENTY-FIFTH AND TWENTY-SIXTH STREETS, in the Eighteenth Ward of the Borough of Manhattan in said city, duly selected by said Board and approved by the Commissioners of the Sinking Fund as a site for armory purposes, under and in pursuance of the provisions of chapter 212 of the Laws of 1898.

PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that an application will be made to a Special Term of the Supreme Court, in and for the First Department, to be held in Part III, thereof, at the County Court-house, in The City of New York, Borough of Manhattan, on the 26th day of February, 1900, at the opening of the Court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate in the above-entitled matter. The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York, to certain lands and premises, with the buildings thereon and the appurtenances thereto belonging, on the westerly side of Lexington avenue, the northerly side of Twenty-fifth street and the southerly side of Twenty-sixth street, in the Eighteenth Ward of the Borough of Manhattan, in The City of New York, in fee, the same to be appropriated, converted and used to and for the purposes specified in chapter 212 of the Laws of 1898, said property having been duly selected by the Armory Board and approved by the Commissioners of the Sinking Fund as a site for armory purposes, under and in pursuance of the provisions of said chapter 212 of the Laws of 1898, being the following-described lots, pieces or parcels of land, namely:

All those certain lots, pieces or parcels of land situate, lying and being in the Eighteenth Ward of the Borough of Manhattan, in The City of New York, which taken together are bounded and described as follows:

Beginning at a point in the southerly line of East Twenty-sixth street distant three hundred and four (304) feet eleven and one-half (11½) inches westerly from the westerly line of Lexington avenue; running thence southerly and parallel to said avenue, distance ninety-eight (98) feet nine (9) inches; thence westerly and parallel to said street, distance thirty (30) feet; thence southerly and parallel to Lexington avenue, distance ninety-eight (98) feet nine (9) inches, to the northerly line of East Twenty-fifth street; thence easterly and along said northerly line, distance three hundred and thirty-four (334) feet eleven and one-half (11½) inches to the westerly line of Lexington avenue; thence northerly and along said westerly line, distance one hundred and ninety-seven (197) feet six (6) inches, to the southerly line of East Twenty-sixth street; thence westerly and along said line, distance three hundred and four (304) feet eleven and one-half (11½) inches, to the point or place of beginning.

Dated New York, February 3, 1900.

JOHN WHALEN,
Corporation Counsel,
No. 2 Tryon Row,
New York City,
Borough of Manhattan.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relative to acquiring title, wherever the same has not been heretofore acquired, to WHITE PLAINS ROAD (although not yet named by proper authority), from the northern boundary of The City of New York to Morris Park Avenue, in the Twenty-fourth Ward, Borough of The Bronx, in The City of New York.

NOTICE IS HEREBY GIVEN THAT WE, THE undersigned, were appointed by an order of the Supreme Court, bearing date the 5th day of January, 1900, and duly entered in the office of the Clerk of the County of New York, at his office in the Borough of Manhattan, in The City of New York, in the office of the Clerk of the County of Kings at his office in the Borough of Brooklyn, in The City of New York and in the office of the Clerk of the County of Westchester, at his office in White Plains, Westchester County, in the State of New York, on the 23d day of January, 1900, a copy of which order was duly filed in the office of the Register of the County of New York, and indexed in the Index of Conveyances, No. 71 Annexed Territory, Commissioners of Estimate and Assessment, for the purpose of making a just and equitable assessment of the loss and damage, if any, or of the benefit or advantage, if any, as the case may be, to the respective owners, lessees, parties and persons respectively entitled unto or interested in the lands, tenements, hereditaments and premises required for the purpose by and in consequence of acquiring the above-mentioned street or avenue, the same being particularly set forth and described in the petition of The City of New York, and also in the

notice of the application for the said order thereto attached, filed herein in the office of the Clerk of the County of New York, in the office of the Clerk of the County of Kings, and in the office of the Clerk of the County of Westchester, on the 23d day of January, 1900; and a just and equitable estimate and assessment of the value of the benefit and advantage of said street or avenue so to be opened or laid out and formed, to the respective owners, lessees, parties and persons respectively entitled to or interested in the said respective lands, tenements, hereditaments and premises not required for the purpose of acquiring the said street or avenue, but benefited thereby, and of ascertaining and finding the extent and boundaries of the respective tracts or parcels of land to be taken or to be assessed therefor, and of performing the trusts and duties required of us by chapter 17, title 4 of the Greater New York Charter, and the acts or parts of acts supplementary thereto or amendatory thereof.

All parties and persons interested in the real estate taken or to be taken for the purpose of acquiring the said street or avenue, or affected thereby, and having any claim or demand on account thereof, are hereby required to present the same, duly verified, to us, the undersigned Commissioners of Estimate and Assessment, at our office, ninth floor, Nos. 90 and 92 West Broadway, Borough of Manhattan, in the City of New York, with such affidavits or other proofs as the said owners or claimants may desire, within twenty days after the date of this notice.

And we, the said Commissioners, will be in attendance at our said office on the 5th day of March, 1900, at 12 o'clock noon of that day, to hear the said parties and persons in relation thereto. And at such time and place, and at such further or other time and place as we may appoint, we will hear such owners in relation thereto and examine the proofs of such claimant or claimants, or such additional proof, and allegations as may then be offered by such owner, or on behalf of the City of New York.

Dated Borough of Manhattan, New York City, February 5, 1900.

C. DONOHUE, Chairman.
JOHN W. BARTRAM,
SAMUEL McMILLAN,
Commissioners.

JOHN P. DUNN,
Clerk.

DEPARTMENT OF STREET CLEANING.

PERSONS HAVING BULKHEADS TO FILL, IN the vicinity of New York Bay, can procure material for that purpose—ashes, street sweepings, etc., such as is collected by the Department of Street Cleaning free of charge, by applying to the Commissioner of Street Cleaning, Nos. 13 to 21 Park row Borough of Manhattan.

JAMES MCCARTNEY,
Commissioner of Street Cleaning.

OFFICIAL PAPERS.

MORNING—"MORNING JOURNAL," "TELEGRAPH."
Evening—"Daily News," "Commercial Advertiser."
Weekly—"Weekly Union."
Semi-weekly—"Harlem Local Reporter."
German—"Morgen Journal."

WILLIAM A. BUTLER,
Supervisor, City Record.

SEPTEMBER 6, 1899.

BOARD OF PUBLIC IMPROVEMENTS.

BOARD OF PUBLIC IMPROVEMENTS,
Nos. 19 to 21 PARK ROW,
BOROUGH OF MANHATTAN.

NOTICE IS HEREBY GIVEN, THAT THE Board of Public Improvements of the City of New York, deeming it for the public interest so to do, proposes to lay out and locate towers and anchorages for the proposed bridge over the East river between the boroughs of Manhattan and Brooklyn, in the City of New York, and that a meeting of the said Board will be held in the office of the said Board, at Nos. 19 to 21 Park Row, Borough of Manhattan, on the 28th day of February, 1900, at 2 o'clock P. M., at which such proposed laying out and locating will be considered by said Board; all of which is more particularly set forth and described in the following resolution, adopted by said Board on the 13th day of February, 1900, notice of the adoption of which is hereby given, viz:

Whereas, At a meeting of this Board, held on the 29th day of November, 1899, resolutions were adopted approving plans for a bridge over the East river, between the boroughs of Manhattan and Brooklyn and the approaches thereto;

Whereas, The Municipal Assembly by ordinance, duly approved by the Mayor on the 8th day of January, 1900, provided for the building of said bridge and approaches in accordance with said plans, and duly approved of the same; and

Whereas, The lands for the location of towers and anchorages in said boroughs of Manhattan and Brooklyn, as the same are designated and described on the sketch or plan hereto annexed, are necessary to be taken for the purposes of said bridge and approaches, and are more particularly described as follows:

MANHATTAN TOWER.

Beginning at a point on the present bulkhead line 90 feet from the northwest corner of Pike slip and South streets measured along the continuation of the west side of Pike slip and South streets; thence along the present bulkhead line north 50 degrees 7 minutes east 375 feet to a point on the bulkhead-line approximately half way between Old Piers 41 and 42; thence south 9 degrees 30 minutes east 455 feet 6 inches to the United States pierhead-line of 189; thence westerly along the United States pierhead-line of 189 254 feet 3 1/2 inches to a point at the intersection of this pierhead-line and the east side of Old Pier 40 prolonged; thence northerly along the east side of this pier north 7 degrees 15 minutes west for 462 feet to place of beginning.

All distances given above are more or less. Line marked A-B is intended to divide, as near as may be into equal parts, the water space between Old Piers 41 and 42.

MANHATTAN ANCHORAGE.

Block 254, Ward 7.

Beginning at a point on the north side of Cherry street distant 97 feet 1 inch westerly from the northwest corner of Cherry and Pike streets, running thence along the northerly side of Cherry street 238 feet 5 1/2 inches to the westerly boundary line of Lot 12, Block 254; thence along the boundary line between Lots Nos. 11 and 12 for 49 feet; thence on a line bearing north 23 degrees 00 minutes 00 seconds west 162 feet to a point on the boundary line between Lots 8 and 44 of Block number 254, thence along this boundary line and the boundary line between Lots 8 and 45 for 27 feet 6 inches to the corner between Lots 45 and 46; thence northerly along the division line between Lots 45 and 46 for 92 feet 8 inches to the southerly line of Monroe street; thence easterly along the south side of Monroe street for 252 feet 7 inches to the corner between Lots 32 and 33; thence southerly along the division line between Lots 32 and 33 for 82 feet 1 inch to the other corner between these lots; thence easterly along the boundary line between Lots 32 and 17 for 26 feet to the northeast corner of Lot 17; thence along the easterly boundary of Lot 17 for 72 feet and thence south 23 degrees 0 minutes 0 seconds east for 127 feet to the place of beginning.

All distances given above are more or less. The bearings (north 23 degrees 0 minutes west) and (south 23 degrees 0 minutes east) are as near parallel as may be to the centre line of the bridge as now located.

BROOKLYN TOWER.

Beginning at a point on the present bulkhead line at the intersection of the west side of Washington street and distant 231 feet 9 inches from the northwest corner of Washington and Plymouth streets; thence north 84 degrees 30 minutes 30 seconds west along said bulkhead line 78 feet 4 1/2 inches; thence north 2 degrees 50 minutes 20 seconds east for 268 feet 4 1/2 inches to the United States pierhead-line of 1899; thence along said pierhead-line easterly for 226 feet 6 1/2 inches; thence southerly 320 feet to a point on the present bulkhead-line; thence west 170 feet to place of beginning.

All above distances are more or less. Lines marked A-B and C-D are intended to divide into equal parts the water-space between the two adjacent piers.

BROOKLYN ANCHORAGE.

Block 26, Ward 2.

Beginning at the intersection of the east side of Adams street and the south side of Water street; thence easterly along the south side of Water street for 26 feet 3 inches to the western side of Pearl street; thence southerly along the western side of Pearl street for 200 feet to the northern side of Front street; thence westerly along the northern side of Front street for 200 feet 2 1/2 inches to the eastern side of Adams street; thence northerly along the eastern side of Adams street for 200 feet to the south line of Water street or point of beginning.

All dimensions given above are more or less. Resolved, That notice to all persons interested in or affected by the location of such towers or anchorages or the lands necessary, to be taken therefor, be given by publication in the City Record and corporation newspapers, for at least ten days continuously, exclusive of Sundays and holidays, prior to Wednesday, February 28, 1900, on which day, at two o'clock in the afternoon, at a meeting of this Board, all persons so interested or affected will be given an opportunity to be heard in relation thereto, as by law provided.

Dated, NEW YORK, February 14, 1900.

JOHN H. MOONEY,
Secretary.

BOARD OF PUBLIC IMPROVEMENTS,
Nos. 19 and 21 PARK ROW,
BOROUGH OF MANHATTAN.

NOTICE IS HEREBY GIVEN THAT THE Board of Public Improvements of the City of New York, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York, by laying out approaches to the bridge over the Harlem river at East One Hundred and Thirty-eighth street, and changing the streets affected thereby, in the boroughs of Manhattan and The Bronx, City of New York, and that a meeting of the said Board will be held in the office of the said Board at Nos. 19 and 21 Park row, Borough of Manhattan, on the 21st day of February, 1900, at 2 o'clock P. M., at which such proposed changes and laying out of approaches will be considered by said Board, all of which is more particularly set forth and described in the following resolutions adopted by said Board on the 31st day of January, 1900, notice of the adoption of which is hereby given, viz:

Resolved, That the Board of Public Improvements of the City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by laying out approaches to the bridge over the Harlem river at East One Hundred and Thirty-eighth street, and changing the streets affected thereby, in the boroughs of Manhattan and The Bronx, City of New York, more particularly described as follows:

Description of the lands required for the new approaches to the bridge over the Harlem river at East One Hundred and Thirty-eighth street, in the boroughs of Manhattan and The Bronx.

PARCEL "A."

Beginning at the intersection of the northern line of East One Hundred and Thirty-sixth street with the western line of Madison avenue;
1st. Thence northerly along the western line of Madison avenue for 109.83 feet to the southern line of East One Hundred and Thirty-seventh street;
2d. Thence westerly along said line for 2 feet;
3d. Thence southerly deflecting 90 degrees to the left for 109.83 feet to the northern line of East One Hundred and Thirty-sixth street;
4th. Thence easterly for 20 feet to the point of beginning.

PARCEL "B."

Beginning at the intersection of the northern line of East One Hundred and Thirty-sixth street with the eastern line of Madison avenue;
1st. Thence northerly along the eastern line of Madison avenue for 109.83 feet to the southern line of East One Hundred and Thirty-seventh street;
2d. Thence easterly along said line for 20 feet;
3d. Thence southerly deflecting 90 degrees to the right for 109.83 feet to the northern line of East One Hundred and Thirty-sixth street;
4th. Thence westerly for 20 feet to the point of beginning.

PARCEL "C."

Beginning at the intersection of the northern line of East One Hundred and Thirty-eighth street with the western line of Madison avenue;
1st. Thence westerly along the northern line of East One Hundred and Thirty-eighth street for 420 feet to the easterly line of Fifth avenue;
2d. Thence northerly along said line for 90 feet;
3d. Thence easterly deflecting 90 degrees to the right for 295.32 feet;
4th. Thence easterly deflecting 28 degrees 08 minutes 42 seconds to the left for 121.40 feet to the western line of Madison avenue;
5th. Thence southerly for 156.7 feet to the point of beginning.

PARCEL "D."

Beginning at the intersection of the northern line of East One Hundred and Thirty-eighth street with the eastern line of Madison avenue;
1st. Thence easterly along the northern line of East One Hundred and Thirty-eighth street for 174.67 feet to the western United States pierhead line of the Harlem river;
2d. Thence northerly deflecting 116 degrees 2 minutes 51 seconds to the left along the said pierhead-line for 222.43 feet;
3d. Thence still northerly deflecting 2 degrees 5 minutes 48 seconds to the left along the said pierhead-line for 36.02 feet;
4th. Thence westerly deflecting 90 degrees to the left for 68.05 feet to the eastern line of Madison avenue;
5th. Thence southerly along the eastern line of Madison avenue for 199.50 feet to the point of beginning.

PARCEL "E."

Beginning at the intersection of the western line of Exterior street, as shown on section 7 of the final maps of the Twenty-third and Twenty-fourth Wards, with the southern line of East One Hundred and Thirty-eighth street;
1st. Thence southerly along the western line of Exterior street for 51.67 feet;
2d. Thence westerly deflecting 104 degrees 36 minutes to the right for 131.47 feet;
3d. Thence still westerly deflecting 9 degrees 55 minutes 1 second to the left for 82.98 feet to the eastern United States pierhead-line of the Harlem river;
4th. Thence northerly deflecting 71 degrees 55 minutes 43 seconds to the right along said pierhead-line for 52.6 feet to the southern line of East One Hundred and Thirty-eighth street;
5th. Thence easterly along the southern line of East One Hundred and Thirty-eighth street for 103.63 feet to an angle point;

6th. Thence still easterly along the southern line of East One Hundred and Thirty-eighth street for 172.79 feet to the point of beginning.

PARCEL "F."

Beginning at the intersection of the western line of Mott avenue with the southern line of East One Hundred and Thirty-eighth street;
1st. Thence southerly along the western line of Mott avenue for 32.66 feet;
2d. Thence westerly deflecting 87 degrees 12 minutes 38 seconds to the right for 356.30 feet to the eastern line of Exterior street;

3d. Thence northerly deflecting 78 degrees 11 minutes 22 seconds to the right along the eastern line of Exterior street for 51.65 feet to the southern line of East One Hundred and Thirty-eighth street;

4th. Thence easterly along the southern line of East One Hundred and Thirty-eighth street for 368.90 feet to the point of beginning.

Exterior street, south of East One Hundred and Thirty-eighth street, to be reduced in width from 100 feet to 80 feet, and that portion of Exterior street between One Hundred and Thirty-eighth street and East One Hundred and Thirty-fifth street, and lying west of the 80-foot street to be discontinued and closed.

Description of changes of grade of Exterior street and of East One Hundred and Thirty-eighth street.

PARCEL A—EXTERIOR STREET, BETWEEN PARK AVENUE AND CHEEVER PLACE.

1st. Beginning at the intersection of Exterior street and Park avenue, the elevation to be 9.0 feet above mean high-water datum, as heretofore;

2d. Thence northerly along the eastern curb-line of Exterior street to an angle point, the elevation to be 7.8 feet above mean high-water datum;

3d. Thence northerly to the intersection of Exterior street and East One Hundred and Thirty-eighth street, the elevation to be 18.0 feet above mean high-water datum;

4th. Thence northerly along the western curb-line of Exterior street to an angle point, the elevation to be 15.5 feet above mean high-water datum;

5th. Thence northerly to the intersection of Exterior street and Cheever place, the elevation to be 17.0 feet above mean high-water datum, as heretofore;

PARCEL B—EAST ONE HUNDRED AND THIRTY-EIGHTH STREET, BETWEEN HARLEM RIVER AND THE NEW YORK AND HARLEM RAILROAD.

1st. Beginning at the United States pier and bulkhead-line, the elevation to be 6.0 feet above mean high-water datum as heretofore;

2d. Thence easterly to the intersection of East One Hundred and Thirty-eighth street and Exterior street, the elevation to be 13.0 feet above mean high-water datum;

3d. Thence easterly to the intersection of East One Hundred and Thirty-eighth street and Mott avenue, the elevation to be 12.0 feet above mean high-water datum;

4th. Thence easterly to the intersection with New York and Harlem Railroad, the elevation to be 8.5 feet above mean high-water datum as heretofore.

All elevations refer to the mean high-water as established in the Borough of The Bronx.

Resolved, That this Board consider the proposed laying out of approaches to the above-named bridge at a meeting of this Board to be held in the office of this Board on the 21st day of February, 1900, at 2 o'clock P. M.

Resolved, That the Secretary of this Board cause these resolutions, and a notice to all persons affected thereby, that the proposed laying out of approaches to the above-named bridge will be considered at a meeting of this Board, to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 21st day of February, 1900.

Dated NEW YORK, February 6, 1900.

JOHN H. MOONEY,
Secretary.

BOARD OF PUBLIC IMPROVEMENTS,
Nos. 19 and 21 PARK ROW,
BOROUGH OF MANHATTAN.

NOTICE IS HEREBY GIVEN THAT THE Board of Public Improvements of the City of New York, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by laying out an approach to the Willis Avenue Bridge over the Harlem river, on the block bounded by First and Second avenues and East One Hundred and Twenty-sixth and East One Hundred and Twenty-seventh streets, in the Borough of Manhattan, City of New York, and that a meeting of the said Board will be held in the office of the said Board, at Nos. 19 and 21 Park row, Borough of Manhattan, on the 21st day of February, 1900, at 2 o'clock P. M., at which such proposed laying out will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by said Board on the 31st day of January, 1900, notice of the adoption of which is hereby given, viz:

Resolved, That the Board of Public Improvements of the City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by laying out an approach to the Willis Avenue Bridge over the Harlem river, on the block bounded by First and Second avenues and East One Hundred and Twenty-sixth and East One Hundred and Twenty-seventh streets, in the Borough of Manhattan, City of New York, more particularly described as follows:

Beginning at the northeast house corner of Second avenue and One Hundred and Twenty-sixth street.

1st. Thence northerly along the eastern house-line of Second avenue for 199.83 feet to the southern house-line of East One Hundred and Twenty-seventh street.

2d. Thence easterly along the southern house-line of East One Hundred and Twenty-seventh street for 615.0 feet to the western house-line of First avenue.

3d. Thence southerly along the western house-line of First avenue for 199.83 feet to the northern house-line of East One Hundred and Twenty-sixth street.

4th. Thence westerly along the northern house-line of East One Hundred and Twenty-sixth street for 615.0 feet to the point of beginning.

Resolved, That this Board consider the proposed laying out of an approach to the above-named bridge at a meeting of this Board to be held in the office of this Board on the 21st day of February, 1900, at 2 o'clock P. M.

Resolved, That the Secretary of this Board cause these resolutions, and a notice to all persons affected thereby, that the proposed laying out of an approach to the above-named bridge will be considered at a meeting of this Board, to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 21st day of February, 1900.

Dated NEW YORK, February 6, 1900.

JOHN H. MOONEY,
Secretary.

BOARD OF PUBLIC IMPROVEMENTS,
Nos. 19 to 21 PARK ROW,
BOROUGH OF MANHATTAN.

NOTICE IS HEREBY GIVEN THAT THE Board of Public Improvements of the City of New York, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by changing the grades in Webster avenue, from the East river to Jack on avenue, in the First Ward, Borough of Queens, City of New York, and that a meeting of the said Board will be held in the office of the said Board, at Nos. 19 to 21 Park row, Borough of Manhattan, on the 21st day of February, 1900, at 2 o'clock P. M., at which such proposed

change of grades will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by said Board on the 31st day of January, 1900, notice of the adoption of which is hereby given, viz:

Resolved, That the Board of Public Improvements of the City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by changing the grades in Webster avenue, from the East river to Jackson avenue, in the First Ward, Borough of Queens, City of New York, more particularly described as follows:

Beginning at the intersection of Webster avenue and the United States pier and bulkhead-line of the East river, the elevation to be 6.0 feet above mean high-water datum;

1st. Thence easterly to the intersection of Webster avenue and Park place, the elevation to be 7 feet above mean high-water datum;

2d. Thence easterly to the intersection of Webster avenue and Rutledge street, the elevation to be 11.5 feet above mean high-water datum;

3d. Thence easterly to the intersection of Webster avenue and Vernon avenue, the elevation to be 13.5 feet above mean high-water datum;

4th. Thence easterly to the intersection of Webster avenue and Hamilton street, the elevation to be 14.6 feet above mean high-water datum;

5th. Thence easterly to the intersection of Webster avenue and Hancock street, the elevation to be 13.2 feet above mean high-water datum;

Thence easterly to the intersection of Webster avenue and the Boulevard, the elevation to be 12.0 feet above mean high-water datum;

7th. Thence easterly to the intersection of Webster avenue and Sherman street, the elevation to be 13.2 feet above mean high-water datum;

8th. Thence easterly to the intersection of Webster avenue and Marion street, the elevation to be 12.0 feet above mean high-water datum;

9th. Thence easterly to the intersection of Webster avenue and Hopkins avenue, the elevation to be 13.2 feet above mean high-water datum;

10th. Thence easterly to the intersection of Webster avenue and Van Alst avenue, the elevation to be 12.3 feet above mean high-water datum;

11th. Thence easterly to the intersection of Webster avenue and Sunwick street, the elevation to be 14.0 feet above mean high-water datum;

12th. Thence easterly to the intersection of Webster avenue and Ely avenue, the elevation to be 15.2 feet above mean high-water datum;

13th. Thence easterly to the intersection of Webster avenue and William street, the elevation to be 18.5 feet above mean high-water datum;

14th. Thence easterly to the intersection of Webster avenue and Crescent, the elevation to be 23.5 feet above mean high-water datum;

15th. Thence easterly to the intersection of Webster avenue and Prospect street, the elevation to be 28.0 feet above mean high-water datum;

16. Thence easterly to the intersection of Webster avenue and Radde street, the elevation to be 32.5 feet above mean high-water datum;

17. Thence easterly to the intersection of Webster avenue and Academy street, the elevation to be 37.5 feet above mean high-water datum;

18th. Thence easterly to the intersection of Webster avenue and Lockwood street, the elevation to be 39.1 feet above mean high-water datum;

19th. Thence easterly to the intersection of Webster avenue and DeBoise avenue, the elevation to be 38.0 feet above mean high-water datum;

20th. Thence easterly to the intersection of Webster avenue and Lati row street, the elevation to be 39.1 feet above mean high-water datum;

21st. Thence easterly to the intersection of Webster avenue and Rapeje street, the elevation to be 37.5 feet above mean high-water datum;

22d. Thence easterly to the intersection of Webster avenue and Brill street, the elevation to be 32.0 feet above mean high-water datum;

23d. Thence easterly to the intersection of Webster avenue and Barrow street, the elevation to be 28.5 feet above mean high-water datum;

24th. Thence easterly to the intersection of Webster avenue and Blackwell street, the elevation to be 27.0 feet above mean high-water datum;

25th. Thence easterly to the intersection of Webster avenue and Pomeroy street, the elevation to be 28.5 feet above mean high-water datum;

26th. Thence easterly to the intersection of Webster avenue and the western curb-line of Jackson avenue, the elevation to be 29.42 feet above mean high-water datum as heretofore.

All elevations refer to the mean high-water datum as established in the Borough of Queens.

Resolved, That this Board consider the proposed change of grades in the above-named avenue at a meeting of this Board, to be held in the office of this Board on the 21st day of February, 1900, at 2 o'clock P. M.

Resolved, That the Secretary of this Board cause these resolutions, and a notice to all persons affected thereby, that the proposed change of grades in the above-named avenue will be considered at a meeting of this Board, to be held at the aforesaid time and place, to be published in the City Record for ten days continuously, Sundays and legal holidays excepted, prior to the 21st day of February, 1900.

JOHN H. MOONEY,
Secretary.

Dated NEW YORK, February 6, 1900.

BOARD OF PUBLIC IMPROVEMENTS,
Nos. 19 to 21 PARK ROW,
BOROUGH OF MANHATTAN.

NOTICE IS HEREBY GIVEN THAT THE Board of Public Improvements of the City of New York, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by laying out the Southern Boulevard approach to the Third Avenue Bridge over the Harlem river, between Lincoln avenue and Third avenue, in the Borough of The Bronx, City of New York, and that a meeting of the said Board will be held in the office of the said Board, at Nos. 19 to 21 Park row, Borough of Manhattan, on the 21st day of February, 1900, at 2 o'clock P. M., at which such proposed laying out of said approach will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by said Board on the 31st day of January, 1900, notice of the adoption of which is hereby given, viz:

Resolved, That the Board of Public Improvements of the City of New York, in pursuance of the provisions of section 436 of chapter 378, Laws of 1897, deeming it for the public interest so to do, proposes to alter the map or plan of The City of New York by laying out the Southern Boulevard approach to the Third Avenue Bridge over the Harlem river, between Lincoln avenue and Third avenue, in the Borough of The Bronx, City of New York, more particularly described as follows:

Beginning at the intersection of the southern line of Southern Boulevard with the western line of Lincoln avenue;

1st. Thence westerly along the southern line of Southern Boulevard 333.16 feet to the eastern line of Third avenue as widened;

2d. Thence southwesterly along last mentioned line for 81.31 feet;

3d. Thence easterly and parallel to the southern line of Southern Boulevard for 377.69 feet to the western line of Lincoln avenue;

4th. Thence northerly along last-mentioned line for 68 feet to the point of beginning.

Said approach is to be 68 feet wide.

Resolved, That this Board consider the proposed laying out of an approach to the above-named bridge at a meeting of this Board to be held in the office of this Board on the 21st day of February, 1900, at 2 o'clock P. M.

Resolved, That the Secretary of this Board cause these resolutions, and a notice to all persons affected thereby, that the proposed laying out of an approach to the above-named Bridge will be considered at a meeting of this Board to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 21st day of February, 1900.

JOHN H. MOONEY,
Secretary.

Dated New York, February 6, 1900.

THE CITY RECORD.

THE CITY RECORD IS PUBLISHED DAILY, Sundays and legal holidays excepted, at No. 2 City Hall, New York City. Annual subscription, \$9.35, postage prepaid.

WILLIAM A. BUTLER,
Supervisor.

DEPARTMENT OF BRIDGES.

DEPARTMENT OF BRIDGES—CITY OF NEW YORK,
OFFICE OF THE NEW YORK AND BROOKLYN BRIDGE,
BOROUGH OF BROOKLYN.

AUCTION SALE.

I, JOHN L. SHEA, COMMISSIONER OF BRIDGES, will sell at public auction to the highest bidder, a quantity of old Roadway Plank, now stored in the yard of the New York and Brooklyn Bridge on Front street, Borough of Brooklyn (under the Bridge), at 10 o'clock A. M., February 19, 1900. To be sold in one lot. Terms cash. The purchaser to remove all of said plank within three days, at his own expense.

JOHN L. SHEA,
Commissioner of Bridges.

DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES.

DEPARTMENT OF
PUBLIC BUILDINGS, LIGHTING AND SUPPLIES,
COMMISSIONER'S OFFICE, No. 21 PARK ROW,
BOROUGH OF MANHATTAN, February 5, 1900.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A sealed envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work as in the advertisement, will be received at No. 21 Park row, Room 1708, until one (1) o'clock P. M. on

MONDAY, FEBRUARY 19, 1900.

The bids will be publicly opened by the head of the Department, in Room 1703, No. 21 Park row, at the hour above mentioned.

No. 1. FOR FURNISHING THE DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES, BOROUGH OF MANHATTAN AND THE BRONX, WITH TWO THOUSAND SEVEN HUNDRED (2,700) GROSS TONS, 2,240 POUNDS TO A TON, OF BEST WHITE ASH COAL.

No. 2. FOR FURNISHING THE DEPARTMENT OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES, BOROUGH OF BROOKLYN, WITH TWO THOUSAND (2,000) GROSS TONS, 2,240 POUNDS TO A TON, OF THE BEST GRADES OF LEHIGH HARD COAL.

THE COMMISSIONER OF PUBLIC BUILDINGS, LIGHTING AND SUPPLIES RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED, 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 in Room No. 1703, No. 21 Park row, Borough of Manhattan.

HENRY S. KEARNY,
Commissioner of Public Buildings,
Lighting and Supplies.

DEPARTMENT OF PARKS.

DEPARTMENT OF PARKS,
ARSENAL, CENTRAL PARK,
BOROUGH OF MANHATTAN, CITY OF NEW YORK,
February 16, 1900.

TO CONTRACTORS.

SEALED BIDS OR ESTIMATES, WITH THE title of the work and the name of the bidder or bidders indorsed thereon, will be received by the Park Board, at its offices, Arsenal Building, Sixty-fourth street and Fifth avenue, Central Park, New York City, until 12 o'clock A. M. of

THURSDAY, MARCH 1, 1900.

for materials required in the Borough of Brooklyn, as follows:

No. 1. FURNISHING AND DELIVERING CRUSHED TRAP ROCK AND TRAP-ROCK SCREENINGS.

No. 2. FURNISHING AND DELIVERING MARCELLUS SHALE SANDSTONE SCREENINGS.

No. 3. FURNISHING AND DELIVERING BLUE LIMESTONE SCREENINGS.

No. 4. FURNISHING AND DELIVERING ONE TWELVE-TON STEAM ROAD-ROLLER.

No. 1. ABOVE MENTIONED.

2,000 cubic yards of Trap Rock, size 1½ inches to 2½ inches, to be delivered on Fort Hamilton avenue, between Coney Island avenue and Ocean avenue.

3,500 cubic yards Trap Rock, size ¾-inch to 1½-inch, to be delivered on Glenmore avenue, between Stone avenue and Enfield street.

1,750 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Pitkin avenue, between Stone avenue and East New York avenue.

700 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Eastern Parkway Extension, between Bushwick avenue and Fulton street.

1,200 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Fort Hamilton avenue, between Gravesend avenue and Thirty-ninth street.

620 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Bay Parkway (Twenty-second avenue), between Gravesend avenue and Sixtieth street.

900 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Ocean parkway, below Avenue L.

1500 cubic yards of Trap Rock, size ¾-inch to 1½-inch, to be delivered on Fort Hamilton avenue, between Ocean avenue and Coney Island avenue.

1,700 cubic yards of Trap-rock Screenings, to be delivered on Glenmore avenue, between Stone avenue and Enfield street.

800 cubic yards of Trap-rock Screenings, to be delivered on Pitkin avenue, between Stone avenue and East New York avenue.

400 cubic yards of Trap-rock Screenings, to be delivered on Stone avenue, between Dean street and Dumont avenue.

300 cubic yards of Trap-rock Screenings, to be delivered on Eastern Parkway Extension, between Bushwick avenue and Fulton street.

750 cubic yards of Trap-rock Screenings, to be delivered on Fort Hamilton avenue, between Gravesend avenue and New Utrecht avenue.

750 cubic yards of Trap-rock Screenings, to be delivered on Bay Parkway (Twenty-second avenue), between Gravesend avenue and Sixtieth street.

1,800 cubic yards of Trap-rock Screenings, to be delivered on Ocean parkway, between Coney Island avenue and Coney Island.

750 cubic yards of Trap-rock Screenings, to be delivered on Fort Hamilton avenue, between Ocean avenue and Coney Island avenue.

The above to be delivered at such times and in such quantities as may be directed.

The amount of security required is Twelve Thousand Dollars.

No. 2. ABOVE MENTIONED.

400 cubic yards of Marcellus Shale Sandstone Screenings, to be delivered on Eastern Parkway Extension.

800 cubic yards of Marcellus Shale Sandstone Screenings, to be delivered on Fort Hamilton avenue.

800 cubic yards of Marcellus Shale Sandstone Screenings, to be delivered on Bay Parkway (Twenty-second avenue).

2,000 cubic yards of Marcellus Shale Sandstone Screenings, to be delivered on Ocean parkway.

800 cubic yards of Marcellus Shale Sandstone Screenings, to be delivered on Fort Hamilton avenue, between Ocean avenue and Coney Island avenue.

The above to be equal in quality to the stone taken from the beds near Matamoras, Pike County, Pennsylvania, and to conform to samples of the same on exhibition at the Litchfield Mansion, Prospect Park, Brooklyn.

The screenings to be delivered at such times and in such quantities as may be directed.

The amount of security required is Six Thousand Dollars.

No. 3. ABOVE MENTIONED.

1,200 cubic yards of Blue Limestone Screenings, to be delivered at such times and in such quantities as may be required on the Ocean parkway Bicycle Paths.

The amount of security required is One Thousand Dollars.

No. 4. ABOVE MENTIONED.

One Twelve-ton Steam Road Roller.

The Steam Road Roller to be furnished is to be of the single cylinder type and is to be in all respects equal to the roller known as the "Oastler" Steam Road Roller.

Detailed specifications for the roller required may be seen at the Litchfield Mansion, Prospect Park, Brooklyn. The roller to be delivered on or before the 1st day of April, 1900.

The amount of security required is Twelve Hundred Dollars.

THE CONTRACTS MUST BE MADE FOR SEPARATELY. BIDDERS MUST NAME A PRICE FOR EACH AND EVERY ITEM INCLUDED IN THE SPECIFICATIONS UPON WHICH THESE BIDS ARE BASED, AND ALSO STATE THE TOTAL AMOUNT OF THEIR BIDS.

Bidders, or their representatives, must satisfy themselves, by a personal examination of the samples of materials mentioned in the specifications, as to the nature and quantity of the materials required, and shall not at any time after the submission of an estimate, dispute or complain of such statement, nor assert that there was any misunderstanding relative to the nature or quantity of the materials to be furnished.

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 Municipal Assembly, head of a department, chief of a bureau, deputy thereof, or clerk therein or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated therein are in all respects true. Where more than one person is interested it is requisite that the verification be made and subscribed by all the parties interested.

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

N. B.—The prices must be written in the estimate and also stated in figures, and all estimates will be considered as informal which do not contain bids for all items for which bids are herein called, or which contain bids for items for which bids are not herewith called for. Permission will not be given for the withdrawal of any bid or estimate. No bid 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 Park Board reserves the right to reject any or all the bids received in response to this advertisement if it should deem it for the interest of the City so to do. Blank forms for proposals and information relative thereto, can be had at the office of the Park Board, Arsenal, Central Park.

GEORGE C. CLAUSEN,
GEORGE V. BROWER,
AUGUST MOEBUS,
Commissioners of Parks of the City of New York.

DEPARTMENT OF PUBLIC CHARITIES.

DEPARTMENT OF PUBLIC CHARITIES,
BOROUGH OF BROOKLYN AND QUEENS,
NEW YORK, February 13, 1900.

PROPOSALS FOR MISCELLANEOUS SUPPLIES.

SEALED BIDS OR ESTIMATES FOR FURNISHING MISCELLANEOUS SUPPLIES, from March 1, 1900, to July 1, 1900, in conformity with samples and specifications, will be received at the office of the Department of Public Charities, foot of East Twenty-sixth street, in the City of New York, until 12 o'clock noon, on

WEDNESDAY, FEBRUARY 28, 1900,

at which time they will be publicly opened and read.

The person or persons making any bid or estimate shall furnish the same in a sealed envelope, indorsed "Miscellaneous Supplies," with his or their name or names and address, which also should be written on the page of the specifications designated therefor, 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 or his duly authorized agent, of said Department, and read.

The awards will be made to the lowest bidders (see also note at end of specifications for supplies).

The Department reserves the right to take more or less, or none at all, of any of the articles, according as the demand therefor may be.

All bids must be based upon the descriptions furnished or samples exhibited by this Department and not on samples furnished by the bidder.

Bidders must state the price of each article per pound, dozen, gallon, yard, etc., by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total footing and awards made to the lowest bidder on each item. All estimates not conforming to these requirements may be considered as informal.

If two or more bids are alike, the Department reserves the right to allot the article or articles among the bidders, or to award to any one of them. Bidders are not compelled to furnish more than 20 per cent. of any article in excess of the mentioned amount. But if they are willing, and the Department deems it advantageous, further purchases of the respective articles may be made, at the contract price, during the balance of the year.

Samples will be on exhibition at the Storehouse, Flatbush, during office hours, until the bids are opened. All goods to be delivered as directed, at Storehouse, Flatbush, Borough of Brooklyn, unless otherwise stated in specifications, weight, etc., allowed as received at institutions.

1467. 174 Opaque Linen Window Shades, with Patent Rollers, put up complete in New Wings and Operating Room - colors to be selected.

1468. 2 Copper Jacketed Sterilizers, as per plans and specifications at Kings County Storehouse.

1469. Electric Current for five arc lights at almshouse and hospital.

1470. 60 Orchestra Chairs, as per sample.

1471. Electric Wiring for general Hospital, as per plans and specifications at Kings County Storehouse.

1472. Furnish all labor and material necessary to install 2 arc lights (one in the Almshouse park and one at morgue), exact location to be selected.

1473. Furnish all labor and material necessary to reroot the Icehouse at Almshouse, as per plans and specifications at Kings County Storehouse.

1474. 1 Copper Boiler, as per plans and specifications at Kings County Storehouse.

1475. Binding 40 volumes of Histories, as per sample at Kings County Hospital.

1476. 1 Apparatus (Prof. Richards) for condensing and compressing air, complete.

1477. 75 Brass Nosings for stairs, 24-in., as per sample.

1478. 75 Brass Nosings for stairs, 30-in., as per sample.

1479. 30 Brass Nosings for stairs, 36-in., as per sample.

1480. Furnish all labor and material necessary to introduce water-n-ain in rear of hospital, as per plans and specifications at Kings County Hospital.

1481. 2 Deane's Cast Iron Steam Carving Tables, 4½ feet long.

1482. 12 Museum Jars with metal clamp, 7½ by 12 inches.

1483. 12 Museum Jars with metal clamp, 6½ by 12 inches.

1484. 12 Museum Jars with metal clamp, 6½ by 8 inches.

1485. 12 Specimen Jars, 6 by 7 inches, 5-inch Glass Stopper.

1486. 6 Specimen Jars, 3½ by 10 inches, 3-inch Glass Stopper.

1487. 12 Specimen Jars, 3 by 6 inches, 2½-inch Glass Stopper.

1488. 200 Dozen Kumyss—as per sample.

1489. 1,000 yards Kentucky Jeans, as per sample.

1490. 1,200 pounds Curled Hair, as per sample.

1491. 15,000 pounds Sugar, White, domestic, granulated, standard.

1492. 5,000 pounds Sugar, cut loaf, standard.

No bonds or deposit required on bids under One Thousand Dollars.

No empty packages are to be returned to bidders or contractors except such as are designated in the specifications.

Bidders will state the price for each article, by which the bids are tested.

THE BOARD OF PUBLIC CHARITIES RESERVES THE RIGHT TO REJECT ALL BIDS OR ESTIMATES IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 410, CHAPTER 378, LAWS OF 1897.

No bid or 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 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 bid for each article.

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 Municipal Assembly, 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 of \$1,000 or over shall be accompanied by the consent, in writing, of two householders or freeholders, or security, trust or deposit companies in the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance, and that if he shall omit or refuse to execute the same they will pay to the Corporation any difference between the sum to which he would be entitled on its completion and that which the Corporation may be obliged to pay to the person or persons to whom the contract may be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of supplies by which the bids are tested. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of this contract, over and above all his debts of every nature and over and above his liabilities as bail, surety or otherwise, and that he has offered himself as a surety in good faith and with the intention to execute the bond required by law, 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 State or 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 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 readvertised and relet, as provided by law.

Payment will be made by a requisition on the Comptroller, in accordance with the terms of the contract, or from time to time, as the Commissioners may determine. The form of the contract, including specifications, and showing the manner of payment, can be obtained at the office of the Department, Nos. 126 and 128 Livingston street, Brooklyn, and bidders are cautioned to examine each and all of its provisions carefully, as the Board of Public Charities will insist upon its absolute enforcement in every particular.

JOHN W. KELLER, President,
ADOLPH SIMIS, Jr., Commissioner,
JAMES FEENEY, Commissioner,
Department of Public Charities.

DEPARTMENT OF PUBLIC CHARITIES,
BOROUGH OF RICHMOND, STATEN ISLAND,
NEW YORK, January 31, 1900.

PROPOSALS FOR GROCERIES, DRY GOODS, MEATS, ETC., FOR THE YEAR 1900.

BOROUGH OF RICHMOND, STATEN ISLAND.

SEALED BIDS OR ESTIMATES FOR FURNISHING THE ABOVE-MENTIONED SUPPLIES, in conformity with samples and specifications, will be received at the Central Office of this Department, foot of East Twenty-sixth street, until 12 o'clock noon,

MONDAY, FEBRUARY 19, 1900.

GROCERIES.

- 125 barrels Flour, equal to Hecker's Best.
- 300 gallons Kerosene Oil, 150 test.
- 1,000 pounds Sugar, Extra C.
- 500 pounds Sugar, Granulated, White.
- 600 pounds Washing Soda.
- 150 pounds Soda Crackers, XXXX.
- 5 pounds Black Pepper, Ground.
- 100 pounds Coffee, Maracaibo, Bean.
- 500 pounds Coffee, Brazil, Ground.
- 50 pounds Coffee, Mocha and Java, best.
- 3,000 pounds Meal, yellow, Granulated.
- 400 pounds Tobacco, Mecklenburg's Delight, 10 to the pound.
- 5 pounds Mustard, Coleman's, Ground.
- 500 Loose Pickles, Cucumber, sour.
- 18 boxes Soap, Babitt's Best, 80 lbs. to the box.
- 9 boxes Soap, Colgate's Bar, 80 lbs. to the box.
- 12 sacks S. It, fine, 25 lbs. to sack.
- 240 pounds Butter, Fresh, State.
- 10 gross Matches, Sulphur.
- 100 pounds Rice, best South Carolina.
- 2 barrels Oatmeal, best.
- 20 pounds Tapioca.
- 6 barrels Meal, White Granulated.
- 12 bushels Beans, White Pea.
- 5 pounds Ginger, Ground.
- 120 pounds Lard, best.
- 1 box Baking Powder, Royal, cans each ½ lb.
- 1 box Duryea's Corn Starch.
- 2 boxes Satin Gloss Laundry Starch.
- 12 gross Clothes Pins, best.
- 1 box Supio, Morgan's.
- 3 bushels Onions, Red.
- 1 case Potash, Babitt's, 1 pound cans.
- 1 case Clay Pipes, 3 gross to case.
- 50 pounds Dry Prunes, No. 1.
- 1 case Macaroni.
- 1 case Vermicelli.
- 100 pounds Boneless Codfish.
- 100 pounds Flour, Hecker's Prepared, packages.
- 4 dozen Condensed Milk, Eagle Brand.
- 50 pounds Hominy, No. 1.
- 250 pounds Cheese, State Dairy.

MEATS, FISH, ETC.

- 100 pounds Boneless Bacon.
- 250 pounds Corned Beef, Rump, A No. 1.
- 5,400 pounds Corned Beef Plates and Navels, in pickle not over 10 days.
- 12 Sheep, Whole Carcasses, average weight of 65 lbs.

54. 16 Forequarters Fresh Beef, each about 240 lbs.
55. 5,400 pounds Beef and Mutton for stewing purposes.
56. 100 pounds Best Ham, Smoked.
57. 1,500 Clams, Hard.
58. 200 pounds Fresh Codfish.
59. 100 pounds Fresh Bluefish.
60. DRY GOODS.
61. 6 gross O. N. T. Cotton, Clark's, 500 yards to spool.
62. 250 yards Calico, Dark Cochise.
63. 300 yards Unbleached Muslin, Atlantic Mills.
64. 100 yards Bleached Muslin, Farmer Mills.
65. 18 Wind-w Shades, Light Green, Hartshorn Keller, put up, complete.
66. 6 dozen Dressing Combs, 8-inch, Horn, Metal Back.
67. 6 dozen Fine Combs, Rubber, No. 12.
68. Needles, Assorted, 1,000 Sharp's 3/9.
69. HARDWARE, ETC.
70. 1/2 dozen Hay Forks, 3-pronged.
71. 1/2 dozen Iron Rakes, 5-pronged.
72. 1/2 dozen Dung Forks, 5-pronged.
73. 1/2 dozen Wood Farm Rakes.
74. 2,000 feet Flat Ribbon Wire for Fencing.
75. 200 pounds Galvanized Staples, 1 1/2-inch.
76. 200 feet 1/2-inch Manila Rope.
77. 1,000 feet Twisted Wire Clothes Line, size No. 4.
78. 200 feet Wire Mosquito Netting, 40 inches wide.
79. 300 feet Wire Mosquito Netting, 34 inches wide.
80. 2 rolls Two-ply Roofing Paper.
81. 2 Scythe Blades, Steel, best.
82. FEED.
83. 240 bushels White Oats, best, 32 pounds to bushel.
84. 4 tons Best Bran.
85. 3 tons Corn Meal, best yellow.
86. 200 pounds Rock Salt, for cattle.
87. SEEDS FOR FARM AND GARDEN.
88. 210 pounds Thorburn's Mixture, to consist of the following:
89. 6 pounds Meadow Foxtail, 3 pounds Perennial Sweet Vernal, 15 pounds of Red Top Grass, 12 pounds Tall Meadow Out Grass, 18 pounds Orchard Grass, 12 pounds Hard Fescue, 12 pounds Sheep Fescue, 24 pounds Perennial Rye Grass, 96 pounds Timothy, 6 pounds Red Clover, 3 pounds Alsike Clover.
90. 1 pound Spinach, Victoria.
91. 1 pound Spinach, thick leaf.
92. 4 pounds Swiss Chard.
93. 6 pounds Mangel Wurzel, yellow.
94. 6 pounds Mangel Wurzel, red.
95. 3 pounds Dill-seed Pumpkin.
96. 1 pound Imp. Parsnip.
97. 1/2 pound Succession Cabbage.
98. 1/2 pound Flat Dutch Cabbage.
99. 1/2 pound Blue or Red Cabbage.
100. 3 pounds Imp. R. B. Turnip.
101. 1/2 pound Red Strap Leaf Turnip.
102. 1/2 pound Golden Ball Turnip.
103. 1/2 pound Purple White Globe Turnip.
104. 1/2 pound Egyptian Beet.
105. 1/2 pound Elipse Beet.
106. 1/2 pound Wakefield All Season Cabbage.
107. 1/2 pound Large Yellow Squash.
108. 1/2 pound B. stone Globe Onions, Red.
109. 1/2 pound Boston Globe Onions, White.
110. 1/2 pound Cucumber, Early.
111. 1/2 pound Cucumber, Pickling.
112. 1/2 pound Horn Carrot.
113. 3 ounces Radish, Dark, Round.
114. 3 ounces Tomato, Favorite.
115. 3 ounces Tomato, American Beauty.
116. 3 ounces Parsley, Curly.
117. 3 ounces Parsley, Soup.
118. 3 bushels White Beans.
119. 1 ounce White Prune Celery.
120. 1 ounce New York Purple Egg Plant.
121. 1 ounce Salamander Lettuce.
122. 1 ounce Bullnose Pepper.
123. 2 ounces Stone Tomato.
124. 2 ounces Private Stock Lettuce.
125. 2 ounces Large Hall Pepper.
126. 2 ounces White Tip Radish.
127. 2 ounces Fond Hask Tomato.
128. 2 ounces Sage.
129. 2 ounces Thyme.
130. 2 ounces Summer Savory.
131. 1 quart Wax Beans.
132. 3 quarts String Beans (six weeks).
133. 1 quart First of All Peas.
134. 1 quart Telephone Peas.
135. 2 quarts Early Market Peas.
136. 1 quart Heroine Peas.
137. 1 quart American Wonder Peas.
138. 2 quarts Evergreen Corn.
139. 2 quarts Melrose Corn.
140. 2 quarts Country Gentlemen's Corn.
141. 2 bushels White Flint Corn.
142. 1 bushel Yellow Flint Corn.
143. 1/2 bushel White and Red (Mixed) Onion Sets.
144. 5 barrels Early Rose Potatoes.
145. 40 barrels Helron Potatoes. No others accepted.
146. 5 barrels Mountain Beauty Potatoes.
147. MANURE.
148. 400 cubic yards First Quality Horse Manure. Subject to inspection before delivery. Free from all rubbish. Clean and well rotted. To be measured at the Almshouse.
149. LUMBER, ETC.
150. 1,000 square feet Pine Boards, 7/8 by 14 by 18. Free from knots. Dressed.
151. 1,000 square feet Pine Boards, 7/8 by 18 by 16. Free from knots. Dressed.
152. 75 Spruce Flooring Boards, 1 by 9 1/2 by 13. Free from knots. Dressed.
153. 75 Hemlock Boards, 1 by 10 by 13. Free from knots. Dressed.
154. 500 Fence Rails, No. 1, Spruce, 2 by 4 by 13.
155. 2 bundles White Pine Shingles, XXXX.
156. 6 barrels Portland Cement.
157. 12 barrels Whitewash Lime.
158. PAINTS, OILS, ETC.
159. 1,000 pounds White Lead, Jewett's or Atlantic.
160. 20 gallons Linseed Oil, boiled, Jewett's or Dean's.
161. 10 gallons Raw Oil.
162. 10 gallons Turpentine.
163. 5 pounds Green Paint, mixed or outside.
164. 5 pounds Yellow Ochre.
165. 5 pounds Lamp Black.
166. COAL AND WOOD.
167. 125 tons Egg Coal.
168. 25 tons Nut Coal.
169. To be Lehigh, to weigh 2,000 pounds to the ton, to be screened and free from slate, and to be weighed or reweighed on such scales as the Commissioner may designate before being received at the Almshouse.
170. 10 cords Oak Wood, to be measured at the Almshouse.
171. MEDICINES, ETC.
172. 3 gallon can Alc. hol.
173. 2 gallons Sweet Spirits of Niter.
174. 2 gallons Compound Soap Liniment.
175. 2 gallons Fluid Extract Licorice Root.
176. 4 gallons Paregoric.
177. 3 gallons Extract Witch Hazel (Hamamelis).
178. 1 gallon Tincture of Arnica.
179. 1/2 gallon Tincture Opium.
180. 1/2 gallon Tincture Chloride of Iron.
181. 1/2 dozen Listerine.
182. 1/2 dozen Sanmetto.
183. 1 dozen Tongaline.
184. 1/2 dozen Brodia, Battle Co.

185. 1/2 gross Strengthening Plasters.
186. 5 pounds Carbolic Acid, refined.
187. 25-pound Pail Petrolatum.
188. 4 pounds White Oxide Zinc, Hubback's.
189. 4 pounds Surgeon's Lint, one-pound packages.
190. 1 pound Chloride of Potash, purified and granulated.
191. 1 pound Calomel.
192. 1 pound Absorbent Cotton.
193. 1 pound Syptic Cotton, in ounce carton.
194. 2 pounds Compound Licorice Powder, in can.
195. 5 pounds Flowers of Sulphur.
196. 3 pounds Cream of Tartar.
197. 2 pounds Glycozone, Marchand's.
198. 10 ounces Quinine Sulphate, in can.
199. 4 ounces Ammonia, in one-ounce bottles.
200. 2 ounces Euphorin.
201. 2 ounces Lactophenin.
202. 1,000 Compound Cathartic Pills, improved.
203. 200 Quinine Sulphate Pills, 5 grains each.
204. Calomel, Soda and Podophyllin Tablets, each containing Calomel 2 grains, Soda 2 grains, Podophyllin 1/2 grain.
205. 1/2 dozen Soft Rubber Catheters, assorted, sizes 6, 8 and 12.
206. 1/2 dozen Fountain Syringe, 2 quart.
207. 1/2 dozen Trusses, Single.
208. 1/2 dozen Trusses, Double.
209. 1 box Conti Castle Soap, White.
210. 1 Fairbanks Coal Dealers' Scale, Double Beam, Capacity, 5 tons. Platform size, 14 x 7 ft. 2 1/2 ins. Delivered and set up on equal tiers.

All goods to be delivered in installments at Richmond Borough Almshouse, as may be required during the year 1900, free of expense.

No empty packages are to be returned to bidders or contractors and none will be paid for by the Department.

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, Meats, etc.," 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, or his duly authorized agent, and read.

THE BOARD OF PUBLIC CHARITIES RESERVES THE RIGHT TO REJECT ALL BIDS OR ESTIMATES IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 410, CHAPTER 378, LAWS OF 1897.

No bid or 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 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 Commissioner.

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 bid for each article. (No bonds or deposit required on bids under One Thousand 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 Municipal Assembly, 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 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 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 or State 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 on exhibition, or, in the absence of samples, to the printed specifications. Bidders are cautioned to examine the specifications for particulars of the articles, etc., required before making their estimates, and are cautioned against referring to any sample or specification other than those furnished by the Department. Such references are cause for reject of bids whereon they are written, and will in no case govern the action of the Department officers in passing upon tenders.

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

Bidders will write out the amount of their estimates 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, or from time to time, as the Commissioners may determine.

The form of the contract, including specifications, and showing the manner of payment, can be obtained at the office of the Commissioner for the Borough of Richmond, at Stapleton, S. I., and bidders are cautioned to examine each and all of its provisions carefully, as the Board of Public Charities will insist upon its absolute enforcement in every particular.

JOHN W. KELLER, President.
ADOLPH SIMIS, Jr., Commissioner,
JAMES FEENEY, Commissioner,
Department of Public Charities.

DEPARTMENT OF PUBLIC CHARITIES,
BOROUGHS OF MANHATTAN AND THE BRONX,
FOOT OF EAST TWENTY-SIXTH STREET,
NEW YORK, February 5, 1900.

PROPOSALS FOR BRUSHES, CROCKERY, HARDWARE, PAINTS, OILS AND MISCELLANEOUS GOODS, FOR THE YEAR 1900.

BOROUGHS OF MANHATTAN AND THE BRONX.

SEALED BIDS OR ESTIMATES FOR FURNISHING the above-mentioned Supplies, in conformity with samples and specifications, will be received at the Central Office of this Department, foot of East Twenty-sixth street, until 12 o'clock noon,

MONDAY, FEBRUARY 19, 1900.

CLASS NO. 1—BRUSHES.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

154. 40 dozen Brushes, Nail, Tampico, 5 row.
155. 40 dozen Brushes, Paint, 6/0.
156. 2 dozen Brushes Stencil, No. 3.
157. 4 dozen Brushes, Varnish, 7/0, oval.
158. 2 dozen Brushes, Varnish, flat.
159. 70 dozen Dusters, Feather, No. 20.
160. 2 dozen Fitches, 1/2-inch.
161. 3 dozen Fitches, 1/4-inch.
162. 5 dozen Fitches, 1/2-inch.
163. 6 dozen Fitches, 1-inch.
164. 4 dozen Fitches, 1 1/2-inch.
165. 3 dozen Fitches, 1 1/2-inch.
166. 1 dozen Fitches, 2-inch.
167. 12 dozen Sash Tools, No. 6.
168. 12 dozen Sash Tools, No. 8.
169. 1 set Stippers.

CLASS NO. 2—BUILDING MATERIALS.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

170. 1,500 Fire Brick, No. 1.
171. 25 barrels Fire Clay.
172. 500 Oven Tiles, 12-inch by 12-inch by 2-inch.
173. 15,000 Brick, Hard, North river.
174. 240 barrels Lime, Shell (in the shell), to be delivered on Randall's Island as required.
175. 1 cargo (about 300 cubic yards) Sand, yellow building, to be delivered alongside at Blackwell's Island.

CLASS NO. 3—CROCKERY.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

176. 9 gross Bed-pans, yellow ware.
177. 40 gross Bowls, C. C., heavy.
178. 12 dozen Bowls, solution, C. C.
179. 6 dozen Bowls, yellow, mixing, 14-inch.
180. 60 dozen Butters, individ., C. C.
181. 4 gross Chambers, C. C., large.
182. 2 gross Chambers, C. C., small.
183. 10 gross sets Cups and Saucers, heavy pattern, vitrified Greenwood.
85. 2 gross sets Ewers and Basins, C. C.
86. 1 gross Feed-cups, C. C.
87. 4 only Glass Bottles, vinegar.
88. 6 only Glass Cruets, pepper.
89. 6 only Glass Holders, celery.
90. 6 only Glass Holders, spoon.
91. 12 dozen Glass Sauce Dishes.
92. 30 dozen Globes (gas), Gr. or opal, 5-inch.
93. 10 dozen Lamp Chimneys, for Rochester and Miller lamps.
94. 6 only Lamp Shades, cone, 10-inch, porcelain.
95. 6 only Lamp Shades, dome, 10-inch, porcelain.
96. 10 gross Mugs, C. C., handled.
97. 6 dozen Mustard Pots, Vitr. Greenw., and Wooden Spoons.
98. 20 gross Plates, Dinner, C. C.
99. 3 dozen Plates, Pie, 11-inch, yellow.
100. 10 gross Plates, Soup, C. C.
201. 4 dozen Platters, meat, C. C., three sizes, large, medium and small.
202. 1 gross Pitchers, 1 pint, C. C.
203. 1 gross Pitchers, 1 quart, C. C.
204. 2 gross Pitchers, 2 quarts, C. C.
205. 1 gross Pitchers, 4 quarts, C. C.
206. 1 gross Spit Cups, C. C.
207. 12 dozen Smoke Bells, with chains.
208. 5 gross Tumblers.
209. 8 gross Urinals, C. C., Male.
210. 1 gross Urinals, C. C., Female.
211. 3 dozen Vegetable Dishes, large, C. C., with covers.

CLASS NO. 4—CROCKERY DEPARTMENT PATTERN.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

212. 24 dozen Cups, Vitrified Greenwood.
213. 24 dozen Saucers, Vitrified Greenwood.
214. 12 dozen Plates, Breakfast, 9-inch, Vitrified Greenwood.
215. 12 dozen Plates, Dessert, 6 1/2 inch, Vitrified Greenwood.
216. 24 dozen Plates, Dinner, 9 1/2-inch, Vitrified Greenwood.
217. 24 dozen Plates, Soup, 9-inch, Vitrified Greenwood.
218. 18 dozen Plates, Tea, 7 1/2-inch, Vitrified Greenwood.
219. 6 only Pickle Dishes, Vitrified Greenwood.
220. 4 dozen Pitchers, 1 pint, Vitrified Greenwood.
221. 1 dozen Pitchers, 1 quart, Vitrified Greenwood.
222. 3 dozen Pitchers, 2 quarts, Vitrified Greenwood.
223. 4 gross Tumblers, blown, cylindrical, banded, 2 lines, D. P. C., monogram etched.

CLASS NO. 5—CORDAGE.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

224. Cordage to amount of award to be delivered in one consignment. Contractor shall furnish service of a rigger to prepare for test samples of same which may have been selected for that purpose, in the following manner:
Rope 1 inches and under is cut so as to be 3 feet long outside of the loop that is spliced in at each end, of size to take a 1 1/2-inch bar; rope more than 3 inches in circumference is cut so as to be 6 feet long outside of the loop, and the eye of the loop must take a 3-inch bar. Such samples will then be submitted to test for strength in accordance with the subjoined table, by parties selected by the Commissioner of Public Charities and at the expense of the Contractor.

Breaking Strain of Manila Hemp Rope.

Sizes.	Strength.	Sizes.	Strength.
Inches.	Pounds.	Inches.	Pounds.
1.....	784	5 1/2.....	23,704
1 1/2.....	1,762	6.....	28,943
2.....	3,135	7.....	38,400
2 1/2.....	4,896	8-thread.	440
3.....	7,054	9-thread.	784
3 1/2.....	9,600	12-thread	1,224
4.....	12,540	15-thread	1,762
4 1/2.....	15,870	18-thread	2,070
5.....	19,592	21-thread	2,400

To be manufactured of the best quality, strictly pure manila hemp, of long fibre, free from sisal hemp, jute, or other adulterations or inferiorities.

It should have the qualities of smoothness, regularity of the size of yarn and the angle of the twist of the yarn similar to that of the lay of the strands. The manila rope must be bagged with burlaps, and the hemp rope with tarred stuff.

All weights are approximate.

- 10 coils Rope, Manila, 9-thr ad.
- 5 coils Rope, Manila, 15-thread.
- 2 coils Rope, Manila, 21-thread.
- 1 coil Rope, Manila, bolt, 2-inch.
- 1 coil Rope, Manila, bolt, 2 1/2-inch.
- 1 coil Rope, Manila, bolt, 3-inch.
- 2 coils Rope, Manila, bolt, 3 1/2-inch.
- 1 coil Rope, Manila, bolt, 4-inch.
- 1 coil Rope, Manila, bolt, 4 1/2-inch.
- 1 coil Rope, Manila, bolt, 5-inch.
- 2 coils Rope, Manila, bolt, 6-inch.
- 1 coil Ratline, 15-thread.
- 100 pounds Twine, medium.
- 144 pounds Twine, Sail, 4-ply.
- 100 pounds Twine, Stitching, No. 52.

CLASS NO. 6—HARDWARE.
Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.

240. 3 Ambulance Gong Bells, 11-inch rotary, nickel-finish push, New Departure Bell Company, each.
241. 6 Bath Thermometers.
242. 4 dozen Brad Awns, with handles, assorted.
243. 1 Bead Plane, 1/2-inch, double box.
244. 3 dozen Butts, loose, 2 1/2-inch.
245. 3 dozen Butts, loose, 3-inch.
246. 4 dozen Can Openers.
247. 2 dozen Casters, Chair.
248. 2 only Chisels, Brick, 8 inches long.
249. 3 Chisels, Cold, two 8-inch and one 10-inch.
250. 1 dozen Chisel Handles for Firmer chisels, 2-inch.
251. 1 dozen Chisel Handles for Firmer chisels, 1 1/2-inch.
252. 1 1/2 dozen Cleavers, Butchers' 1/2 dozen 11-inch, 1 dozen 6-inch.
253. 3 gross Clips, Bull-dog.
254. 2 dozen Copper Soldering Irons, 2, 3 and 5 pounds, 3 inch copper, pointed.
255. 1 dozen Dead-locks, 3 1/2-inch, with 2 keys each.
256. 6 only Door Locks, Yale, with 2 keys each.
257. 1 dozen Door Springs, No. 2.
258. 1 dozen Door Springs, Spiral, 12-inch.
259. 5 quires Emery Cloth, 02.
260. 10 quires Emery Cloth, 0.
261. 10 quires Emery Cloth, 1/2.
262. 10 quires Emery Cloth, 1.
263. 10 quires Emery Cloth, 1 1/2.
264. 5 quires Emery Cloth, 2.
265. 2 dozen Files, bastard, flat, 14 inch (K. & F.).
266. 1 dozen Files, bastard, half round, 14 inch (K. & F.).
267. 1 dozen Files, single-cut, saw.
268. 10 dozen Files, Taper, saw.
269. 12 dozen Gas Globe Holders, 5-inch, brass.
270. 1 only Grindstone, mounted, 3-feet diam. etc.
271. 1 dozen each Hair Clippers (B. & S.), Nos. 1, 2 and 3.
272. 2 dozen Hatchets, Bench.
273. 2 only Hammers, Brick.
274. 2 dozen Hammers, Claw.
275. 1 dozen Hammers, Shoe, No. 4.
276. 3 dozen Hammers, Tack, No. 30, P. S. & W.
277. 2 dozen Hatchets, Lathing, No. 2.
278. 4 dozen pairs Hinges, Heavy Strap, No. 4.
279. 8 dozen pairs Hinges, Heavy Strap, No. 6.
280. 8 dozen pairs Hinges, Heavy Strap, No. 8.
281. 8 dozen pairs Hinges, Heavy Strap, No. 10.
282. 4 dozen pairs Hinges, Heavy Strap, No. 12.
283. 4 dozen pairs Hinges, T. Heavy, No. 4.
284. 8 dozen pairs Hinges, T. Heavy, No. 6.
285. 8 dozen pairs Hinges, T. Heavy, No. 8.
286. 4 dozen pairs Hinges, T. Heavy, No. 10.
287. 1 dozen pairs Hinges, T. Heavy, No. 12.
288. 6 only pairs Hinges, iron, for meat boxes, 1 inch long.
289. 2 dozen Hoes, Garden.
290. 300 pounds Horseshoes, Goodenough F. & H., No. 3.
291. 600 pounds Horseshoes, Goodenough F. & H., No. 4.
292. 500 pounds Horseshoes, Goodenough F. & H., No. 5.
293. 400 pounds Horseshoes, Goodenough F. & H., No. 6.
294. 100 pounds Horseshoes, Goodenough F. & H., No. 7.
295. 100 pounds Horseshoes, Goodenough F. & H., No. 8.
296. 6 gross Hooks, Hat and Coat, triple.
297. 4 pairs Ice Tongs, 24-inch.
298. 2 dozen Key Blanks, barrel, for wardrobe and drawers.
299. 3 dozen Knives, Putty (Spatula).
300. 3 only Knives, Pruning, Levine No. 1.
301. 3 dozen Lanterns, Tubul r.
302. 1 dozen Lanterns, Railroad.
303. 6 only Lawn-mowers, new model, 18-inch cut.
304. 1 dozen Locks, Chest.
305. 12 dozen Locks, Closet, iron, 3-inch, No. 138 "Eagle".
306. 10 dozen Locks, Drawer, iron, 2 1/2-inch, "Eagle", No. 369.
307. 6 only Locks, Yale, drawer, for 3/4-inch drawers.
308. 2 dozen Locks, Mortise, with furniture, complete, as per sample, 1 dozen each, R. & L., with 12 pairs knobs and spindles, for 1 1/2 and 2-inch doors (mortise), and 12 pairs knobs and spindles for 1 1/2 and 2-inch doors (rim).
309. 3 dozen Locks, Rim Door, complete, with knobs.
310. 6 dozen Locks, Wardrobe, brass, 3-inch.
311. 6 dozen Locks, Wardrobe, iron, 3-inch.
312. 1 dozen Mallets, Wood, No. 3, mortise handle.
313. 6 dozen Match Box Holders.
314. 1 dozen Mica Sheets, 5 1/2 by 10 inches

815. 2 only Moulding Planes, O. G., $\frac{3}{4}$ by $\frac{1}{2}$ inch.
 816. 100 boxes Nails, Chair, brass head.
 817. 14 kegs Nails, Cut, 10.
 818. 40 kegs Nails, Cut, 10.
 819. 20 kegs Nails, Cut, 10.
 820. 3 kegs Nails, Cut, 10.
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- Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 376. 1 dozen Ambulance Side Lamps.
 377. 2 dozen Blankets, Horse.
 378. 2 dozen Bits, jointed.
 379. 15 only Bridles, open face.
 380. 3 kips Chamorro Skins (thirty skins each kip).
 381. 1 dozen Combs, Mane.
 382. 1 dozen Ends' patent whiffletree, two sizes.
 383. 2 only Horse Collars.
 384. 1 dozen Hangers for single patent harness.
 385. 2 sets Harness, Buggy.
 386. 2 sets Harness, Cart.
 387. 2 sets Harness, Wagon, single.
 388. 6 sets Patent Harness, single.
 389. 3 sets Patent Harness, double.
 390. 1 Rain Apron, for buggy.
 391. 10 pairs Reins, single.
 392. 3 sets Reins, double.
 393. 1 dozen Rubber Horse Covers, without hoods.
 394. $\frac{1}{2}$ gross Snaps, Bit.
 395. 100 only Straps, Breeching, extra heavy.
 396. 10 dozen Straps, Hame.
 396a. 25 Whips.

- CLASS NO. 8—HOUSE-FURNISHING GOODS.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete. (All agate to be nickel steel.)
 397. 1 gross Agate Bed or Douche Pans, L. & G., No. 2.
 398. 1 only Agate Kettle, fish, L. & G., No. 24 $\frac{1}{2}$.
 399. 6 Agate Pots, 9-gallon, L. & G., No. 36.
 400. 24 Agate Sauce-pans, 6 each 2, 3, 5, 7 quarts, L. & G., "Climax."
 401. 3 Agate Pans, stew, large, L. & G., "Deep," No. 3.
 402. 2 dozen Agate Spoons, kitchen, No. 14, L. & G.
 403. 3 dozen Agate Spoons, long-handled, 20-inch.
 404. 1 dozen Agate Wash Basins, L. & G., No. 36.
 405. 10 Boilers, with covers, block tin, 20-gallon, copper bottom.
 406. 1 dozen Boxes, iron, refuse, galvanized, as per sample.
 407. 1 Bread Machine, cutter "Acme."
 408. 2 dozen Broilers, iron, meat.
 409. 2 dozen Broilers, iron, roasting.
 410. 4 dozen Egg Beaters, Dover No. 2.
 411. 2 dozen Flour Sieves, 10-inch.
 412. 4 dozen Frying Pans, wrought iron, burnished, 14-inch.
 413. 1 dozen Knives, chopping.
 414. 4 dozen Knives, vegetable.
 415. 50 dozen pairs Knives and Forks, table.
 416. 6 dozen Knives, carving.
 417. 4 dozen Forks, carving.
 418. 3 dozen Spoons, G. I. basting.
 419. 40 gross Spoons, table.
 420. 10 gross Spoons, tea.
 421. 1 Oatmeal Steamer, Agate, 9-quart, L. & G., No. 907.

- CLASS NO. 9—IRON, ETC.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete. (All agate to be nickel steel.)
 422. 3 bars Iron, $\frac{1}{4}$ -inch by 2 inches.
 423. 3 bars Iron, $\frac{1}{2}$ -inch by 2 inches.
 424. 3 bars Iron, $\frac{3}{4}$ -inch by 2 inches.
 425. 3 bars Iron, $\frac{1}{2}$ -inch by 2 inches.
 426. 4 bundles Iron, 3-16-inch by $\frac{1}{2}$ -inch.
 427. 4 bars Iron, 3-16-inch by $\frac{1}{2}$ -inch.
 428. 2 bars Iron, 3-16-inch by $\frac{1}{2}$ -inch.
 429. 2,000 pounds Iron, common sheet, No. 24, 24 inches by 84 inches.
 430. 5,000 pounds Iron, galvanized sheet, No. 24, 24 inches by 84 inches.
 431. 3 bundles Iron, galvanized, 26 inches by 26 inches.
 432. 1 bundle Iron, galvanized, 28 inches by 24 inches.
 433. 3 bundles Iron, black, refined, 26 inches by 26 inches.
 434. 2 bundles Iron, black, refined, 24 inches by 24 inches.
 435. 2,000 pounds Iron, R. G. sheet, 22 and 24, 24 inches by 84 inches.
 436. 1 bundle Rod Iron, 3-16 inch.
 437. 1 bundle Round Iron, $\frac{1}{4}$ -inch.
 438. 48 sheets Copper, sheet, tinned, planished, 16-ounce, 20 inches by 48 inches.

- CLASS NO. 10—NOTIONS, ETC.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 436. 100 dozen Blacking, Shoe, Bixby No. 2.
 437. 1 dozen Bobbins, Singer, L. F. & I. M. machine.
 438. 16 Clocks, Ansonia, 8-day, D. O.
 439. 12 dozen Combs, Barbers', Horn, 8-inch.
 440. 50 gross Combs, Fine Tooth.
 441. 500 dozen Combs, Horn, plantation.
 442. 6 gross Crayons, School, white.
 443. 2 gross Crayons, Tailors', black.
 444. 3 gross Crayons, Tailors', blue.
 445. 4 gross Crayons, Tailors', red.
 446. 3 gross Crayons, Tailors', white.
 447. 150 dozen Fans, Palmleaf.
 448. 50 pounds Hairpins.
 449. 15 gallons Ink, Indelible, in gallon and $\frac{1}{2}$ -gallon cans.
 450. 25,000 Needles, Sewing, Milward's sharps, No. 3.
 451. 25,000 Needles, Sewing, Milward's sharps, No. 4.
 452. 25,000 Needles, Sewing, Milward's sharps, No. 5.
 453. 25,000 Needles, Sewing, Milward's sharps, No. 6.
 454. 15,000 Needles, Sewing, Milward's sharps, No. 7.
 455. 10,000 Needles, Sewing, Milward's sharps, No. 8.
 456. 1,200 Needles, S. M., Singer, assorted, numbers as ordered.
 457. 1,200 Needles, S. M., W. & W., assorted, numbers as ordered.
 458. 2 dozen Razor Straps.
 459. 50 dozen Spectacles, No. 6 to No. 24.
 460. 500 pounds Yarn, No. 10 $\frac{1}{2}$.
 461. 1,000 pounds Yarn, No. 6 $\frac{1}{2}$.

- CLASS NO. 11—OILS.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 462. 60 gallons Benzine, 5-gallon cans.
 463. 2 barrels Gasoline.
 464. 12 barrels Oil, Astral.
 465. 150 barrels Oil, Kerosene, best quality, water white, 150 degrees test.
 466. 10 gallons Oil, Crude.
 467. 12 barrels Oil, Cylinder.
 Specifications for Cylinder Oil.
 The oil must be of the best quality and pass satisfactorily the following tests, made by the Department Chemist, the expense to be borne by the seller:
 First—Flashing point must not be below 550° Fahrenheit, and the burning point must be above 600° Fahrenheit.
 Second—Gravity. The gravity of this oil must not be below 25 $\frac{1}{2}$ nor above 27 $\frac{1}{2}$ Beaume.
 Third—Viscosity. The viscosity of this oil must on a Seybold viscometer must not be below 105 nor above 185 at a temperature of 212.
 Fourth—Color. The color of this oil must be green, and not black, by reflected light.
 468. 20 barrels Oil, Engine (lubricating).
 Specifications for Lubricating Oil.
 The oil must be of the best quality and pass satisfactorily the following tests, made by the Department Chemist, the expense of the same to be borne by the seller:
 First—Flashing point must not be below 400° Fahrenheit.
 Second—Gravity. The gravity must be between 24 and 26 degrees Beaume.
 Third—Cold Test. The oil must not solidify at a temperature above 32° Fahrenheit.
 Fourth—Viscosity. The viscosity of this oil on a Seybold machine must be between 400 and 425 at a temperature of 70°.
 469. 20 gallons Oil, Harness, 5-gal. cans.
 470. 10 gallons Oil, Hoof, 1 gal. cans.
 471. 7 barrels Oil, Lard, Winter pressed, No. 1.
 472. 16 barrels Oil, Lined, boiled.
 473. 16 barrels Oil, Lined, raw.

- CLASS NO. 12—PAINT.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 Specifications for Paints in Oil.
 All paints in oil to be perfectly pure, DeVos, Chittenden or Massey's.
 478. 200 pounds Black Drop, in oil, 18, 28, 38.
 479. 400 pounds Green, Chrome, in oil, 18, 28, 38.
 480. 500 pounds Green, Emerald, in oil, 18, 28, 38.
 481. 200 pounds Ochre, French, in oil, 18, 28, 38.
 482. 20 pounds Pink, Rose, in oil, 18, 28, 38.
 483. 350 pounds Red, India, in oil, 18, 28, 38.
 484. 300 pounds Red, Philadelphia Brick, in oil, 10 and 15-pound cans.
 485. 200 pounds Sienna, Burnt, in oil, 18, 28, 38.
 486. 250 pounds Sienna, Raw, in oil, 18, 28, 38.
 487. 3 barrels Venetian Red, in oil.
 488. 50 pounds Vermilion, American, in oil, 18, 28, 38.
 489. 400 pounds White, Zinc, in oil, 18, 28, 38.
 490. 400 pounds Yellow, Chrome, in oil, 18, 28, 38.
 491. 300 pounds Zinc, French, in oil, 18, 28, 38.
 492. 60 gallons Alcohol, Wood, 5-gallon cans.
 493. 15 gallons Bronzing Liquid, 1-gallon cans.
 494. 80 pounds Bronze Powder, 1-pound packages, L. & D.
 495. 40 pounds Bronze Powder, gold, 1-pound packages, L. & D.
 496. 400 pounds Blue, Ultramarine, dry, 28.
 497. 30 gallons Coach, Japan Black, contents to be marked on cans or barrels, Berry Bros., Valentine's or Murphy's.
 498. 100 gallons Drier, Liquid, Berry Bros., Valentine's or Murphy's.
 499. 3 barrels Drier, Japan, Berry Bros., Valentine's or Murphy's.
 500. 300 pounds Glue, Calcining.
 501. 300 pounds Lead, Black, dry.
 502. 400 pounds Red Lead, dry, 25-pound cans.
 503. 6,000 pounds Paint, Metallic, Prince's dry, 100 and 200-lb.
 504. 3,000 pounds Putty.
 505. 50 gallons Shellac, White, in grain alc., best.
 506. 2 barrels Varnish, Copal, Berry Bros., Valentine's or Murphy's.
 507. 100 gallons Varnish, Damar, 5-gallon cans, Berry Bros., Valentine's or Murphy's.
 508. 30 gallons Varnish, Finishing, 5-gallon cans, Berry Bros., Valentine's or Murphy's.
 509. 60 gallons Varnish, Rubbing, 5-gallon cans, Berry Bros., Valentine's or Murphy's.
 510. 30 gallons Varnish, Spar, 5-gallon cans, Berry Bros., Valentine's or Murphy's.
 511. 6,000 pounds Whiting, Gilder's.
 512. 100 gallons White Enamel, 5-gallon packages.
 513. 50,000 pounds White Lead, "Atlantic" (subject to chemical analysis), in 25, 50 and 100 pound packages, as required.

- CLASS NO. 13—TIN.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 515. 25 boxes Tin, Melwyn, grade X, 14 inches by 20 inches.
 516. 5 boxes Tin, Melwyn, grade 2X, 14 inches by 20 inches.
 517. 25 boxes Tin, Melwyn, grade XX, 14 inches by 20 inches.
 518. 5 boxes Tin, Melwyn, grade XXX, 14 inches by 20 inches.
 519. 700 pounds Tin, block.

- CLASS NO. 14—WOODENWARE, ETC.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 520. 12 dozen Chair Backs, wood, perforated, No. 16.
 521. 12 dozen Chair Seats, wood, perforated, No. 16.
 522. 12 dozen Chair Seats, wood, perforated, No. 18.
 523. 6 dozen Chair Seats, wood, perforated, No. 20.
 524. 1 only Butcher's Block.
 525. 50 gross Clotheshoes.
 526. 60 dozen Cotton Mops.
 527. 2,000 double sheets Fly Paper, Tanglefoot.
 528. 200 gross Matches, Safety.
 529. 20 dozen Mop Handles.
 530. 6 only Mop Wringers, galvanized-iron rolls.
 531. 5,000 Paper Bags, No. 1.
 532. 5,000 Paper Bags, No. 2.
 533. 3,000 Paper Bags, No. 3.
 534. 2,000 Paper Bags, No. 4.
 535. 2,000 Paper Bags, No. 5.
 536. 2,000 Paper Bags, No. 6.
 537. 6 dozen Papier-mache Pails, "Best."
 538. 6 dozen Papier-mache Spittoons, "Best."
 539. 2 dozen Rolling Pins, wood, 16-inch.
 540. 1 ream Tailors' Pattern Paper, extra heavy.
 541. 6 dozen Boxes Tapers, Wax.
 542. 2 dozen Paper Holders, Houchin Diamond, No. 316.
 543. 100 cases Toilet Paper.
 544. 2 dozen Toilet Paper Holders.
 545. 24 dozen Traps, Mouse.
 546. 24 dozen Traps, Rat.
 547. 12 dozen Washboards.
 548. 6 dozen Washtubs, Cedar, large, galvanized-iron hoops.
 549. 60 dozen Wood Pails, White Pine, Army.
 550. 4 dozen Wood Chopping Bowls.
 551. 2 dozen Wooden Lemon Squeezers.
 552. 6 dozen Wooden Spoons, large.
 553. 3 dozen Wooden Spoons, medium.
 554. 3 dozen Wooden Spoons, small.
 555. 500 yards Wick, "A."
 556. 2 gross Wick, "B."
 557. 2 gross Wick, "C."
 558. 2 gross Wick, "D."
 559. 40 pounds Wick, Ball Lamp.
 560. 2 gross Wicks, Lamp, Miller.
 561. 2 gross Wicks, Lamp, Rochester.

- CLASS NO. 15—DIPLOMAS.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 Diplomas to be lithographed on parchment, as per samples exhibited, and engrossed as instructed, in quantities about as follows:
 562. 24 Interne, Bellevue Hospital.
 563. 4 Externe, Bellevue Hospital.
 564. 8 Gouverneur Hospital.
 565. 2 Interne, Harlem Hospital.
 566. 1 Externe, Harlem Hospital.
 567. 36 Male Training School, B. H.
 568. 12 for Doctors, City Hospital.
 569. 12 for Nurses, City Hospital.
 570. 50 Female Training School, Nurses' Home.
 571. 20 Post Graduate, Nurses' Home.
 572. 8 for staff, Metropolitan Hospital.
 573. 16 for Nurses, Metropolitan Hospital.
 574. 25 Alms House.
 575. 15 Fordham Hospital.
 576. 15 Randall's Island Asylum and School.
 577. 6 Infant's Hospital.

- CLASS NO. 16—SCHOOL SUPPLIES.
 Bids to be made on each item in this class. Award will be made to the lowest bidder for the class complete.
 578. 3 gross Slates.
 579. 200 boxes Slate Pencils.
 580. 1 gross Pen Holders.
 581. 1 gross Lead Pencils.
 582. 4 dozen Small-sized Slates.
 583. 1 dozen boxes Plaid Sticks.
 584. 1 dozen boxes Colored Sticks.
 585. 2 dozen pairs Kindergarten Scissors.
 586. 5 dozen M-line's Arithmetic Introductory.
 587. 3 dozen Swinton's Geographies.
 588. 5 dozen "Our Little Book" Primer.
 589. 3 dozen Swinton's "Talking with Pencil."
 590. 7 dozen Baldwin's Reader, first year.
 591. 7 dozen Baldwin's Reader, second year.
 592. 6 dozen Barnes' Primary History of the United States.
 593. 2 gross American Blank Writing Books.
 594. 1 gross Spencerian Copy Books, No. 1 (vertical).
 595. 1 gross Spencerian Copy Books, No. 2.
 596. 1 gross Spencerian Copy Books, No. 3.
 597. 1 gross Spencerian Copy Books, No. 4.

- MISCELLANEOUS.
 600 pounds Ammonia Water, carbonyls to be returned.
 100 pounds Acid, Muratic, commercial.
 1 Articulated Skeleton, female. Catalogue "A." Kny, No. 5-20.
 1,200 pounds Acid Grease, 25-pound pails.
 150 pounds Beeswax, yellow lump, in bulk.
 50 pounds Camphor, Gum.
 1 Cabinet, Letter and Bill File and Binder (about 4 feet wide and 6 feet high).
 10 yards C. nvas, No. 10, 1 yard wide.
 6 Cedar Boards, $\frac{3}{4}$ by 12 inches by 18 feet, to repair roof.
 40 tons Coal, stove, white ash, to be delivered as required at No. 66 Third Avenue.
 2 pieces Cocoa Matting, each 35 feet long and 36 inches wide, with rubber ends.
 25 yards Cocoa Matting, 2 feet 4 inches wide.
 70 yards Cocoa Matting, 3 feet 9 inches wide.
 250 barrels Charcoal.
 100 gross Cotton Laces, 5/4, in 5-gross boxes.
 2 Dressing Buckets, steel, porcelain inside with removable drawers and covers, Kny, No. 76/0.
 12 Fire Extinguishers, Semples or equal.
 200 Flower Pots, 4 inches.
 200 Flower Pots, 5 inches.
 200 Flower Pots, 6 inches.
 200 Flower Pots, 8 inches.
 3 Funnels, steel, porcelain, 4 $\frac{1}{2}$ inches, No. 1885, Kny catalogue.
 3 Funnels, steel, porcelain, 8 inches, No. 1887, Kny catalogue.
 1 Glass for Dispensary Table, 23 $\frac{1}{2}$ inches by 15 $\frac{1}{2}$ inches.
 1 piece Glass, hammered, 15 $\frac{1}{2}$ inches by 19 $\frac{1}{2}$ inches by $\frac{3}{8}$ inch.
 1 piece Glass, hammered, 24 $\frac{1}{2}$ inches by 31 $\frac{1}{2}$ inches by $\frac{3}{8}$ inch.
 1 piece Glass, polished, 8 inches by 28 $\frac{1}{2}$ inches by $\frac{1}{2}$ inch, polished edges.
 1 piece Glass, polished, plate, 9 3-16 inches by 39 inches by $\frac{3}{8}$ inch.
 1 Grate for 70-gallon Farmer's boiler, Abendroth Bros.
 1 Lawn Mower, horse, "Excelsior" shafts, 35 inches.
 100 feet Leather Belting, $\frac{3}{4}$ -inch round.
 150 bunches Leather Laces.

630. 20 barrels Lime, Chloride of, in barrels.
 631. Linoleum to cover hall 14 yards long and 3 yards wide, at Alms House.
 632. 1 Meat Cart (sample).
 633. 3 Oak Boards, 12 feet, to finish 10 inches by $\frac{1}{2}$ inch.
 634. 3 Oak Planks, 3 inches.
 635. 100 pounds Pezomoid Paint.
 636. 400 boxes Polishing Paste, trumpline, 1-pound cans.
 637. 100 pounds Rotten Stone, powdered.
 638. 1,200 feet Rubber Hose, garden, $\frac{3}{4}$ inch, 3-ply, couplings and nozzles for each 50 feet.
 639. 1 Rug, 14 feet by 12 feet, Domestic Moquette.
 640. 50 Rings (or strips of carpet), 3 feet by 9 feet, Domestic Moquette.
 641. 2 Sewing Machines, Singer, No. 15/30.
 642. 1 dozen Shade Rollers, Harbison, complete, 36 inches long, Fordham Hospital.
 643. 1 dozen Shade Rollers, Harbison, complete, 41 inches long, Nurses' Home.
 644. 295 Shades, window, measured and put up complete at City Hospital (sample).
 645. 1 dozen Shades, window, Holland, green, 3 feet long, put up complete, Fordham Hospital (sample).
 646. 107 Shades, window, measured and put up complete, B. Ilevue Hospital (sample).
 647. 27 Shades, window, measured and put up complete, Superintendent's cottage, Randall's Island.
 648. 1 Sideboard, oak, about 7 feet by 3 feet 4 inches wide, 3 feet high to counter shelf, 4 feet back from top of counter shelf, beveled plate glass in back.
 649. 1 Solution Jar, white porcelain, 5-gallon.
 650. 3 Stone Jars, 5-gallon.
 651. 3 dozen pairs Stretchers, Cloth.
 652. 70 barrels Turpentine (specifications, same as used by U. S. Navy Department

partment, Nos. 157 and 159 East Sixty-seventh street, in the Borough of Manhattan, in The City of New York, until 10.30 o'clock A. M.,

WEDNESDAY, FEBRUARY 21, 1900.

at which time and place they will be publicly opened by the head of said Department and read.

The coal is to be free-burning, of the first quality of either of the kinds known and mined as follows:

"Lackawanna," by New York, Ontario and Western Railroad, or any other free-burning coal.

—all to weigh 2,000 pounds to the ton, and be well screened and free from slate.

The bidder must name the particular kind of coal he proposes to furnish and state where and by whom it is mined.

All of the coal is to be delivered at the various houses and the fire-places of the Department in the Boroughs of Brooklyn and Queens, in such quantities and at such times as may be from time to time directed, and the same is to be weighed in the presence of a Weighmaster designated for that purpose by the Department. All as more fully set forth in the specifications to the contract, to which particular attention is directed.

No estimate will be received or considered after the hour named.

Bidders must write out the amount of their estimate in addition to inserting the same in figures, stating the price per ton for each size and the total amount.

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

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 awarded to the person making the estimate, they will, on its being so awarded, become bound as sureties for its faithful performance in the sum of Three Thousand Dollars (\$3,000).

No estimate will be considered unless accompanied by either a certified check upon one of the banks of the City of New York, drawn to the order of the Comptroller, or money to the amount of One Hundred and Fifty Dollars (\$150). Such check or money must not be included 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.

The Fire Commissioner reserves the right to decline any and all bids or estimates, if deemed to be for the public interest.

JOHN J. SCANNELL,
Commissioner.

HEADQUARTERS FIRE DEPARTMENT,
NEW YORK, February 9, 1900.

SEALED PROPOSALS FOR FURNISHING this Department with the Fire Hoses below specified will be received by the Fire Commissioner, at the office of the Fire Department, Nos. 157 and 159 East Sixty-seventh street, Borough of Manhattan, in The City of New York, until 10 o'clock A. M.

WEDNESDAY, FEBRUARY 21, 1900.

at which time and place they will be publicly opened by the head of said Department and read.

Boroughs of Manhattan and The Bronx.

1. Four thousand (4,000) feet Rubber and Duck Woven, 3 1/2-inch, Fire Hose, "White Star Special" brand or equal thereto.

The amount of security required is Four Thousand Four Hundred (4,400) Dollars, and the time for delivery thirty days.

No estimate will be considered unless accompanied by either a certified check upon one of the 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 security required. Such check or money must not be included 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.

The damages to be paid by the contractor for each day that the contract may be unfulfilled after the time specified for the completion thereof shall have expired, are fixed and liquidated at Ten (10) Dollars.

No estimate will be received or considered after the hour named.

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

The Fire Commissioner reserves the right to decline any and all bids or estimates if deemed to be for the public interest.

JOHN J. SCANNELL,
Commissioner.

DEPARTMENT OF HIGHWAYS.

DEPARTMENT OF HIGHWAYS,
COMMISSIONER'S OFFICE, NOS. 17 TO 21 PARK ROW,
NEW YORK, February 9, 1899.

NOTICE OF SALE AT PUBLIC AUCTION.

ON TUESDAY, FEBRUARY 27, 1900, AT 10:30 o'clock A. M., the Department of Highways will sell at public auction, by Philip A. Smythe, auctioneer, the following buildings and parts of buildings within the lines of Prospect avenue, between Fort Hamilton avenue and the line between the Twenty-second and Twenty-ninth wards,

Borough of Brooklyn.

Two-story frame dwelling on Plot No. 57, partly within the lines of the avenue.

A one-story frame stable on Plot No. 59, partly within the lines of the avenue.

A one-story frame shop on Plot No. 67, partly within the lines of the avenue.

The sale will begin with the two-story frame dwelling on Plot No. 57. A plan and description of these buildings and parts of buildings may be seen at the office of the Deputy Commissioner of Highways, Municipal Building, Borough of Brooklyn.

TERMS OF SALE:

Cash payments in bankable funds at the time and place of sale, and the entire removal of the buildings or parts of buildings by the purchaser or purchasers within ten days after the sale. If the purchaser or purchasers fail or fails to remove the buildings or parts of buildings within the time specified, he or they shall forfeit his or their purchase money and the ownership of the buildings or parts of buildings purchased.

JAMES P. KEATING,
Commissioner of Highways.

DEPARTMENT OF HIGHWAYS,
COMMISSIONER'S OFFICE, NOS. 17 TO 21 PARK ROW,
NEW YORK, February 8, 1900.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A sealed envelope, with the title of the work and the name of the bidder indorsed thereon, also the number of the work as in the advertisement, will be received at Nos. 13 to 21 Park row, in Room No. 1621, until 11 o'clock A. M.

WEDNESDAY, FEBRUARY 21, 1900.

The bids will be publicly opened by the head of the Department, in Room 1612, Nos. 13 to 21 Park row, at the hour above-mentioned.

Borough of Manhattan.

No. 1. FOR PAVING WITH ASPHALT-BLOCK PAVEMENT, ON CONCRETE FOUNDATION, EIGHTY-FIRST STREET, from Columbus to Amsterdam avenue.

No. 2. FOR REGULATING AND GRADING ONE HUNDRED AND THIRTY-SIXTH STREET, from Boulevard to Amsterdam avenue.

No. 3. FOR REGULATING AND GRADING WEST FIFTY-SEVENTH STREET, from 260 feet west of Eleventh avenue to Twelfth avenue.

No. 4. FOR REGULATING AND GRADING TWELFTH AVENUE, from south side of Fifty-second street to north side of Fifty-eighth street.

No. 5. FOR REGULATING AND GRADING TWELFTH AVENUE, from north side of Forty-seventh street to south side of Fifty-second street.

No. 6. FOR PAVING WITH GRANITE-BLOCK PAVEMENT THE ROADWAY OF ONE HUNDRED AND THIRTY-NINTH STREET, from Hamilton place to Boulevard.

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 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 Municipal Assembly, 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 in the work to which it relates or in any portion of 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 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 State or 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 included in a 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 the deposit will be returned to him.

THE COMMISSIONER OF HIGHWAYS 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 in Room No. 1625, Nos. 13 to 21 Park row.

JAMES P. KEATING,
Commissioner of Highways.

POLICE DEPARTMENT.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
PROPERTY CLERK'S OFFICE, ROOM 9,
NEW YORK, February 14, 1900.

PUBLIC NOTICE IS HEREBY GIVEN THAT the following Horses will be sold at public auction, at the salesroom of Messrs. Van Tassel & Kearney, No. 130 East Thirteenth street, on

TUESDAY, FEBRUARY 27, 1900.

at 10 A. M.

Twenty-ninth Precinct—

"Abe," No. 78.

Thirty-seventh Precinct—

"Jupiter," No. 150.

Thirty-eighth Precinct—

"Billy," No. 172.

Thirty-ninth Precinct—

"Dick," No. 139.

Fortieth Precinct—

"Sam," No. 221.

Forty-first Precinct—

"Guck," No. 43.

Sixty-ninth Precinct—

"Jim," No. 326.

Seventy-third Precinct—

"Billy," No. 263.

By order of the Board of Police Commissioners,
ANDREW J. LALOR,
Property Clerk.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
No. 300 MULBERRY STREET.

TO CONTRACTORS.**PROPOSALS FOR ESTIMATES.**

SEALED ESTIMATES FOR SUPPLYING THE Police Department with Stationery and Printing for election purposes will be received at the Central Office of the Department of Police, in The City of New York, until 2 o'clock P. M. of

WEDNESDAY, THE 28TH DAY OF FEBRUARY, 1900.

The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed "Estimates for Furnishing Stationery and Printing for Primary Election," 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 estimates received will be publicly opened by the head of said Department and read, and the award of the contract made to the lowest bidder, with adequate security, as soon thereafter as practicable.

For particulars as to the quantity and kind of stationery and printing required, reference must be made

to the specifications, blank forms of which may be obtained at the office of the Superintendent of Elections of the City of New York in the Central Department.

Bidders will state a price for the work and material furnished in accordance with the specifications. The price must be written in the bid and stated in figures.

Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the head of said Department to reject any or all bids should it be deemed prejudicial to the public interests.

No estimates 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 entire quantity of stationery and printing is to be put up in boxes and delivered at such times and places, and in such quantities in each place, as shall be directed by the Superintendent of Elections of The City of New York.

The person or persons to whom the contract may be awarded will be required to give security for the performance of the contract in the manner prescribed by law in the sum of Three Thousand Dollars.

Each 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 Municipal Assembly, 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 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 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 omit or refuse 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 or persons to whom the contract may 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 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, and herein stated, 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 a 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.

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, and that the adequacy and sufficiency of the security offered has been approved by the Comptroller, 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.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or National banks of the City of New York, drawn to the order of the Comptroller, or money 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 included 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.

The Board of Police reserves the right to reject all the bids received if deemed for the best interest of the City so to do, and to re-advertise until satisfactory bids or proposals shall be received.

Samples of stationery and printing required may be examined and blank forms for estimates may be obtained by application to the Superintendent of Elections of The City of New York, at his office in the Central Department.

By order of the Board, WILLIAM H. KIPP,
Chief Clerk.

Dated, New York, February 14, 1900.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
PROPERTY CLERK'S OFFICE, ROOM 9,
NEW YORK, February 14, 1900.

PUBLIC NOTICE IS HEREBY GIVEN THAT the Forty-third Auction Sale of Police and unclaimed property will be sold at public auction

WEDNESDAY, FEBRUARY 28, 1900,

at 11 A. M., at Police Headquarters, No. 300 Mulberry street, consisting of the following property, viz:

Clothing, Laundry, Horse Blankets, Harness, Push Carts, Wheelbarrow, Hardware, Metal, etc.

For particulars, see catalogue on day of sale.

Respectfully, ANDREW J. LALOR,
Property Clerk.

POLICE DEPARTMENT OF THE CITY OF NEW YORK,
No. 300 MULBERRY STREET.

TO CONTRACTORS.**PROPOSALS FOR ESTIMATES.**

SEALED ESTIMATES FOR SUPPLYING THE Police Department with eight hundred tons of best quality of Anthracite Coal, for use on the steamboat "Patrol," will be received at the Central Office of the Department of Police, in The City of New York, until 2 o'clock P. M. of

WEDNESDAY, THE 28th DAY OF FEBRUARY, 1900.

The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed "Estimate for Furnishing Coal for Steamboat," 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 estimates received will be

publicly opened by the head of said Department and read.

For particulars as to the quality, kind, quantity and size of coal required and time of delivery, reference must be made to the specifications, blank forms of which may be obtained at the office of the Chief Clerk in the Central Department.

Bidders will state the kind of anthracite coal they propose to furnish by giving the name of its mine or other business appellation.

The attention of bidders is called to the following provisions of the contract: "And it is hereby expressly agreed by and between the parties to this contract that the said parties of the second part may and they are hereby authorized to increase or diminish the amounts of coal required to be furnished hereby by an amount not to exceed 10 per cent, without compensation to the said party of the first part other than the prices per ton herein agreed upon to be paid for the amount actually furnished under this agreement."

Bidders will state the price per ton of two thousand two hundred and forty pounds for the coal to be delivered. The price must be written in the bid and stated in figures. Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the head of said Department to reject any or all bids which may be deemed prejudicial to the public interests.

No estimates 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 person or persons to whom the contract may be awarded will be required to give security for the performance of the contract in the manner prescribed by law in the sum of Two Thousand Dollars.

Each 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 Municipal Assembly, 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 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 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 omit or refuse 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 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 and herein stated, 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 a 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.

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, and that the adequacy and sufficiency of the security offered has been approved by the Comptroller, 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.

No estimate will be received or considered unless accompanied by either a certified check upon one of the State or National banks of the City of New York, drawn to the order of the Comptroller, or money 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 included 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.

Blank forms for estimates may be obtained by application to the undersigned at his office in the Central Department.

By order of the Board, WILLIAM H. KIPP,
Chief Clerk.

New York, February 13, 1900.

POLICE DEPARTMENT—CITY OF NEW YORK,
BOROUGH OF BROOKLYN.

OWNERS WANTED BY THE DEPUTY PROP-

erty Clerk of the Police Department of The City of New York—Office, Municipal Building, Borough of Brooklyn—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.

CHARLES D. BLATCHFORD,
Deputy Property Clerk.

POLICE DEPARTMENT—CITY OF NEW YORK, 1899.

OWNERS WANTED BY THE PROPERTY

Clerk of the Police Department of The City of New York, No. 300 Mulberry street, Room No. 9, 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.

ANDREW J. LALOR,
Property Clerk.

DEPARTMENT OF SEWERS.

DEPARTMENT OF SEWERS—COMMISSIONER'S OFFICE,
NOS. 13 TO 21 PARK ROW,
NEW YORK, February 15, 1900.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A

sealed envelope, with the title of the work and

the name of the bidder endorsed thereon, will be received at this office until

WEDNESDAY, FEBRUARY 28, 1900,
at 12 o'clock M., at which hour they will be publicly opened by the head of the Department and read.

For the following work in the

Borough of Brooklyn.

- No. 1. SEWER IN SEVENTY-FOURTH STREET, between Third and Fourth avenues, and in FOURTH AVENUE, west side, between Seventy-fourth and Seventy-fifth streets.
- No. 2. SEWER IN SEVENTY-FIFTH STREET, between Third and Fourth avenues.
- No. 3. SEWER IN SEVENTY-FIFTH STREET, between Fourth and Fifth avenues.
- No. 4. SEWER IN BAY ELEVENTH STREET, between Bath and Benson avenues, and in BENSON AVENUE, between Bay Tenth and Bay Eleventh streets.

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 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 Municipal Assembly, 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 in the work to which it relates or in any portion of 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 State or 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 included in a 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 the deposit will be returned to him.

THE COMMISSIONER OF SEWERS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bids or estimates, the proper envelopes in which to inclose the same, and any further information desired, can be obtained at the office of the Deputy Commissioner of Sewers, Municipal Building, Borough of Brooklyn.

JAMES KANE,
Commissioner of Sewers.

DEPARTMENT OF SEWERS—COMMISSIONER'S OFFICE,
Nos. 13 to 21 PARK ROW,
New York, February 2, 1900.

TO CONTRACTORS.

BIDS OR ESTIMATES, INCLOSED IN A sealed envelope, with the title of the work and the name of the bidder endorsed thereon, will be received at this office until

WEDNESDAY, FEBRUARY 28, 1900,
at 12 o'clock M., at which hour they will be publicly opened by the head of the Department and read.

For the following work in the

Borough of Brooklyn.

SEWERS IN FORT HAMILTON AVENUE, from Sixty-second street to Sixtieth street; in SIXTIETH STREET, from Fort Hamilton avenue to Fourteenth avenue, and in FOURTEENTH AVENUE, from Sixtieth street to Forty-first street.

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 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 Municipal Assembly, 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 in the work to which it relates or in any portion of 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 State or 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 included in a 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 the deposit will be returned to him.

THE COMMISSIONER OF SEWERS RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED IF HE DEEMS IT FOR THE BEST INTERESTS OF THE CITY.

Blank forms of bids or estimates, the proper envelopes in which to inclose the same, and any further information desired, can be obtained at the office of the Deputy Commissioner of Sewers, Municipal Building, Borough of Brooklyn.

JAS. KANE,
Commissioner of Sewers.

DEPARTMENT OF CORRECTION.

DEPARTMENT OF CORRECTION—CITY OF NEW YORK,
BOROUGH OF MANHATTAN AND BRONX,
February 8, 1900.

PROPOSALS FOR FURNISHING MISCELLANEOUS ARTICLES TO BE DELIVERED AT ONCE.

SEALED BIDS OR ESTIMATES FOR FURNISHING MISCELLANEOUS ARTICLES, in conformity with specifications, will be received at the office of the Department of Correction, No. 148 East Twentieth street, in the City of New York, until 11 A. M.

FRIDAY, FEBRUARY 23, 1900.

All goods to be delivered at once on Dock foot of East Twenty-sixth street for Blackwell's Island storehouse, free of all expense, and quantities allowed as received there.

REQUISITION No. 2.

- Line. *Blackwell's Island Stable.*
17. 1 gallon Hot Oil.
18. 1 gallon Harness Oil.
21. 1 bar Castle Soap.
- Penitentiary.*
27. 10,000 Shoe Tubular Rivets, Japaned No. 1, 4-16.
29. 1/2 gross Straight Fine A-wis for Sewing Shoe Uppers.
30. 1 dozen No. 5 Knife Blades for Trimming Shoes.
33. 1 1/2-pound can Rose Lake Red Ink.
34. 1 1/2-pound can Fish Glue.
35. 1 1/2-pound can Bronze Blue Ink.
36. 1 roll Black Electric Tape for covering wire.
37. 1 Baxter Pump, double action, Fig. 817, size 2.
38. 5 pounds Pump Leather, not less than 6 inches square.
39. 1 package Sunk Bolts, about 3 inches long.
40. 1 box each Brass Safety Chains, 3 and 40.
41. 1 dozen each 8-inch and 10-inch Hack Saw Blades, 8 and 10.
42. 1/2 gross each Gate Hooks and Eyes, 2-inch, 3-inch and 4-inch.
43. 1/2 dozen Compass Saws.
44. 1 doz. n Loose Pin Butts, 3 inches by 3 inches.
45. 1 dozen Loose Pin Butts, 4 inches by 4 inches.
46. 1 dozen Key Bolts (thin) for mortise locks.
47. 1 dozen Spiral Springs, 10 inches.
48. 1/2 dozen Spiral Springs, 15 inches.
49. 1/2 dozen Reversible Springs, 3 1/2 inches by 1 1/2 inches, double action.
50. 1 doz. n Bolts, common round out side, 6 inches long.
51. 1/2 dozen Countersinks for woodwork.
52. 6 bundles 1/2-inch Round Iron.
53. 2 bundles 1/2-inch Round Iron.
54. 10 pounds each 1/2-inch and 3/4-inch Washers.
55. 2 bundles 1/2-inch Band Iron, 3-16 inch thick.
56. 1 package Carriage Bolts, 1/2 inch by 5-15 inch.
57. 5 gallon White Shellac.
58. 3 gallons Wood Alcohol.
59. 5 pounds English Vermilion, dry.
60. 300 pounds Patent Dryer, in oil.
61. 5 gallons Naphtha.
62. 300 pounds French White Zinc.
63. 1 dozen 3 inch Flat Camel's Hair Brushes.
64. 1 dozen each Upholsterers' Needles, 13 inches and 18 inches, pointed on both ends.
65. 1 box Glass, 12 inches by 15 inches, Double Thick.
67. 3 lights Glass, 22 inches by 28 inches, Double Thick.
68. 1 dozen 3-inch Yale Spring Padlocks.
69. 1 dozen Scythe Handles.
70. 1/2 dozen Pruning Shears.
71. 1/2 dozen Garden Trowls.
72. 1 Pruning Saw.
73. 1 Hand Saw.
74. 1 dozen Rat Traps.
75. 3 Sprinkling Syringes, No. 3.
76. 1/2 dozen Brass Coupling Hydrant Reducers to 1 inch.
77. 1 Parker's Swivel Coach Vise, No. 4600, steel jaws, 4 inches, to open 8 inches or 9 inches.
79. 3 Hair Clippers, to be repaired.
80. 6 boxes Glass, double thick, 1 box each, 8-inch by 10-inch, 9-inch by 11-inch, 10-inch by 12-inch, 10-inch by 13-inch, 12 inch by 22-inch, 2-inch by 46-inch.
- Workhouse.*
85. 1/2 dozen Scandinavian Padlocks, No. 983.
86. 1 dozen F B Files, 4 of 4-inch, 4 of 6-inch, 4 of 8-inch.
87. 1/2 dozen Half Round Files, 3 of 4-inch, 3 of 6-inch, 3 of 8-inch.
88. 1 dozen Flat Lock File, 4 of 3-inch, 4 of 4-inch, 4 of 6-inch—1/2 inch thick.
92. 1/2 dozen Sargent & Co's U.S. Double Plane Irons, 2 of 2-inch, 2 of 2 1/2-inch, 2 of 2 3/4-inch.
93. 1/2 dozen Straight Trimmers, 11-inch.
94. 1/2 dozen Chisels for O Miller lamps.
95. 400 Blot Slates, 200 of 24 inches by 12 inches, 200 of 9 inches by 18 inches.
99. 1 set Slatting Tools—hammer, stake and ripper.
100. 5 gallons Outside Varnish.
101. 1 barrel Benzine.
102. 1 dozen Low II Mfg. Co. 4-hole Mouse Traps.
103. 1 piece 4-4 White Marbleized Table Oilcloth.
104. 2 each Auger Bits, 4-16, 6-16, 7-16, 8-16, 9-16, 10-16, 11-16 inch.
105. 2 Mason's Stone Hammers, 9 lbs. ea. h.
106. 1 1/2 pound Quarry Sledge Hammer, with handle.
107. 3 dozen No. 40 Steel Wire Gate Hooks and Eyes, 1 dozen 2-inch, 1 dozen 2 1/2-inch, 1 dozen 3-inch.
108. 1 doz. n pairs 6-inch Strap Hinges.
109. 1/2 dozen springs for Iver Johnson's Revolvers, as per cut.
110. 1/2 gallon Black Indelible Ink.
114. 1 dozen Dietz Tubular Lanterns, complete.

115. 9,300 superficial feet Extra Clear Georgia Yellow Pine Flooring, 1 1/4 inches by 3 1/2 inches, Tongued and Grooved, free from sap, knots and shakes, and to be straight comb grained and well seasoned, average 15 to 25 feet, none less than 12 feet.

City Prison.

- 6 balls Asbestos Packing for Valves.
- 100 feet 1/2-inch Wrought-Iron Pipe.
- 2 dozen 1-inch Malleable-Iron Elbows.
- 1/2 dozen each Bushings, 1-inch to 3/4-inch, 3/4-inch to 1/2 inch, 1/2-inch to 3/8-inch.
- 1 each sold Die, 1-inch, 3/4-inch and 1/2-inch—2 1/2 inches square, 3/4-inch thick.
- 3 each Pipe Cutter Wheel, No. 1 and No. 2.
- 1 doz. n pair 8-inch Straps.
- 1 dozen pair 8-inch T Straps.
- 1 dozen Brass Drawer Locks.
- 1 dozen Balls Sewing Cord for Canvas Cots.
- 100 feet 1/2-inch Clear Pine, 12 inches wide.
- 100 feet 1 1/2 inch Clear Pine, 12 inches wide.

District Prisons.

- 150 feet Garden Hose, with Nozzle, complete, Second District.
- 5 gallons Crude Carbolic, Second District.
- 1 pair Tinsmith's Snips, No. 7, Second District.
- 5 gallons Crude Oil, Third District.
- 5 gallons Crude Carbolic, Third District.
- 1 Coffee Mill, No. 3, Fourth District.
- 1/2 dozen 5/8-inch Brass Faucets, to screw on iron pipe, Fourth District.
- 1 2-quart Agate Coffee Pot, Fourth District.

Scamboats.

- 2 dozen Chimneys, as sample, "Minnahanonck."
- 1 dozen B Bulb Burners, "Minnahanonck."
- 2 dozen B Bulb Chimneys, "Minnahanonck."
- 1 dozen Brass C P Hooks, "Minnahanonck."
- 1 coil 12-thread Tinned Rattlers, "Minnahanonck."
- 1/2 doz. n straight shanked Steel Cotton Hooks, "Minnahanonck."
- 150 feet 6-ply Wired Rubber Hose, with Rubber Nozzle and Couplings, complete, "Minnahanonck."
- 1/2 dozen Coppered Wire Toilet-paper Holders, "Minnahanonck."
- 2 White Oil Cloth Table-cloths, 8 feet by 5 feet, "Minnahanonck."
- 1 large Frying Pan, "Minnahanonck."
- 2 long-handled Cooking Spoons, "Minnahanonck."
- 1 Soup Ladle, "Minnahanonck."
- 3 dozen B. Pinafore Chimneys, "Strong."

Storehouse.

- 500 each, Paper Bag, 1/2, 1, 2, 4, 6 and 8-pound, quality as sample.
- 1,000 each, Paper Bags, 12, 15, 20, 25 and 30-pound, quality as sample.

GARDENER'S REQUISITION FOR SEEDS.

- Penitentiary.*
- 5 pounds Yellow Danvers Onions.
- 5 pounds Red Late Wethershead Onions.
- 3 pounds White Large Globe Onions.
- 1 bushel Red Top Onion Set Onions.
- 1 peck Round Vir. Day Pick Spinach.
- 5 pounds Large Flat Winter Leek.
- 1 pound Lettuce, Market Gardeners' Private Stock.
- 1 pound Lettuce, Early Curled Simpson.
- 1/2 pound Lettuce, Triumphant.
- 1/2 pound Cabbage, Express Early.
- 1/2 pound Cabbage, Succession Improved.
- 1/2 pound Cabbage, Large Late Drumhead.
- 1/2 pound Cabbage, Savoy, Thorburn's New Stock Drumhead.
- 1/2 pound Cauliflower, Thorburn's Gilt Edge.
- 1/2 pound Cauliflower, Large Algiers.
- 3 pounds Carrots, Danvers' Half Long.
- 3 pounds Parsnips, Long White.
- 5 pounds Beets, Victoria.
- 5 pounds Beets, Doll.
- 5 pounds Radish, Early French Scarlet.
- 5 pounds Radish, Scarlet, White-tipped.
- 3 pounds Radish, Scarlet.
- 1 peck Beans, Wax Refugee.
- 1 peck Beans, Black Wax.
- 1 peck Beans, Lima, Challenge, large.
- 1 peck Peas, Early Market.
- 1 peck Peas, American Wonder.
- 4 ounces Celery, Fin de Siecle.
- 4 ounces Celery, Crawford's Half Dwarf.
- 4 ounces Celery, Thorburn's Giant.
- 1/2 pound Parsley, extra curled.
- 1/2 pound Parsley, plain.
- 1/2 pound Pepper, Ruby King.
- 1/2 pound Pepper, Long Red Cayenne.
- 1/2 pound Squash, Early White Scallop.
- 1/2 pound Squash, Mammoth Chili.
- 1/2 pound Tomatoes, Ponderosa.
- 1/2 pound Tomatoes, Atlantic Prize.
- 1/2 pound Turnips, Early Milan White.
- 1/2 pound Turnips, Ruta Baga.
- 1/2 pound Musk Melon, Long Island Beauty.
- 1/2 pound Musk Melon, Rock Ford.
- 1 peck Corn, Early Cory.
- 1 peck Corn, Late Mammoth.
- 1 peck Corn, Stowell's Evergreen.
- 1/2 pound Scotch Kale, Curled Dwarf.
- 1/2 pound Brussels Sprouts.
- 1/2 pound Water Melon.
- 1/2 pound Cucumber, white spined.
- 1/2 pound Egg Plant.
- 1/2 pound Pumpkin, Large Cheese.
- 1/2 bushel Lawn Grass Seed.
- 1/2 pound Urfert.

Workhouse.

- 1 peck Beans, Black Wax Challenge.
- 1 peck Beans, Thorburn's Valentine Wax.
- 1 peck Beans, Extra Early Refugee Wax.
- 1 peck Beans, Late 1,000 to 1.
- 1 peck Beans, Dwarf Lima Kinierie Strain.
- 2 pounds Beets, Extra Early Egyptian.
- 2 pounds Beets, Early Blood Turnip.
- 1 pound Beets, Black Queen.
- 1/2 pound Carrots—Early Round Parisian.
- 1/2 pound Carrots—Half Long Nantes Strain.
- 1/2 pound Carrots—Early Scarlet Horn.
- 1/2 Peck Corn—Early Cory.
- 1 Peck Corn—Late Mammoth.
- 3 pounds Onions—Large Globe Yellow, Southport Strain.
- 3 pounds Onions—Large Globe Red, Southport Strain.
- 2 pounds Onions—Large Globe White, Southport Strain.
- 3 pounds Pa snips—Thorburn's Long Hollow Crown.
- 1 peck Peas, Thorburn's Extra Early Market.
- 1 peck Peas, American Wonder.
- 1 peck Peas, McLean's Blue Peter.
- 1 pound Radish, Early French Scarlet Turnip.
- 1 pound Radish, Olive French Breakfast.
- 1 pound Radish, Scarlet White Tipped.
- 1/2 pound Radish, Half Long Spanish.
- 5 pounds Spinach, Vir. Day.
- 5 pounds Spinach, Long Standing.
- 5 pounds Spin ch, Prickly or Winter.
- 1/2 pound Squash, Early White Scallop Bush.
- 1/2 pound Squash, Hubbard.
- 1/2 pound Tomatoes, Dwarf Champion.
- 1 ounce Egg Plant, Improved New York Purple.
- 1/2 pound Kale, Dwarf, Green Scotch.
- 1/2 pound Kale, Dwarf, Brown.
- 1/2 pound Kohlrabi, Early Purple Vienna.
- 1/2 pound Lettuce, Thorburn's Market Gardener.
- 1/2 pound Lettuce, Mammoth Butter.
- 1/2 pound Lettuce, Early Curd Simpson.
- 3 pounds Leeks, Long's Caranten.
- 1/2 pound Musk Melon, Long Island Beauty.
- 1/2 pound Parsley, Extra Curled.
- 1/2 pound Parsley, Fern Leaved.
- 1/2 pound Parsley, Curled Moss.
- 1 ounce Pepper, Ruby King.

- 1 ounce Pepper, Large Squash.
- 1/2 pound Cabbage, Early Jersey Wakefield.
- 1/2 pound Cabbage, Stein's Early Flat Dutch.
- 1/2 pound Cabbage, Large Late Drumhead.
- 1 ounce Cabbage, Thorburn's Improved Stonehead.
- 1 ounce Brussel sprouts, Improved Half Dwarf.
- 2 pounds Turnips, Thorburn's Improved Ruta Baga.
- 1/2 pound Turnips, Purple Top Munich.
- 1 ounce Cauliflower, Thorburn's Gilt Edge.
- 1 ounce Cauliflower, Large Algiers.
- 1/2 pound Celery, Thorburn's Fin de Siecle.
- 1/2 pound Celery, Improved White Flame.
- 1/2 pound Celery, Celeriac Thorburn's Giant.
- 1/2 pound Cucumbers, Extra Long White Spined.
- 1 package Thyme.
- 1 package Sage.
- 1 package Sweet Marjoram.
- 3 bushels Grass Seed, Thorburn's Lawn Restoring.

IMPLEMENTS.

- Workhouse.*
- 1 Woodson's Single Cone Powder Bellows.
- 1 Planet, Jr., Grass Edger.
- 1 Planet, Jr., Double Wheel Hoe.
- 1 dozen Bushel Baskets.
- 400 feet 1-inch Garden Hose, with Nozzle, complete.
- 5 Lawn Mowers, to be repaired.
- 5 pounds Ruff.
- 100 1-inch Flower Pots.
- 100 8-inch Flower Pots.

REQUISITION No. 1.

- Line.
190. 35 barrels Tar-pentine.
191. 15 bundles Bright Iron Wire, 3 bundles each, 6, 8, 10, 12, 14.
- 3 Blacksmith's Bellows, 5 feet 2 inches length, 3 feet wide.

No bonds or deposit required on bids under One Thousand Dollars. Awards will be made on the lowest items.

THE COMMISSIONER OF CORRECTION RESERVES THE RIGHT TO REJECT ALL BIDS OR ESTIMATES IF DEEMED TO BE FOR THE PUBLIC INTEREST, AS PROVIDED IN SECTION 409, CHAPTER 378, LAWS OF 1897.

No bid or 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 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 Commissioner.

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 bid for each article.

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 Municipal Assembly, 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, 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 to 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 State or 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 included 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.

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

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

Bidders will write out the amount of their estimates 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, or from time to time as the Commissioner may determine. The form of the contract, including specifications, and showing the manner of payment and other details, will be furnished at the office of the Department, No. 148 East Twentieth street, New York City, and bidders are cautioned to examine each and all of its provisions carefully, as the Commissioner will in no way be bound to absolute enforcement in every particular.

FRANCIS J. LANTRY,
Commissioner of Correction.