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FINANCE DEPARTMENT.

Abstract of transactions of the Finance Department for the week ending February 2, 1884 :

Deposited in the Treasury.

To the Credit of the Sinking Fund	\$262,172 47
" City Treasury	1,288,039 23
Total	\$1,550,211 70

Bonds and Stock Issued.

Two and one-half per cent. Bonds	\$1,012,700 00
Three per cent. Bonds	3,000 00
Three per cent. Stock	50,000 00
Total	\$1,065,700 00

Warrants Registered for Payment.

Additional Water Fund	\$3,235 16
Aqueduct—Repairs, Maintenance and Strengthening	1,736 86
Armories and Drill Rooms, Rent of	14,437 50
Boulevards, Roads and Avenues, Maintenance of	113 62
Bronx River Bridges—For Rebuilding, Repairing and Maintenance of Bridges over the Bronx River	863 44
Bureau of Permits	827 46
Central Park Construction	31 04
Central Park Transverse Roads	17 80
Charges on Arrears of Assessments	800 22
Children's Aid Society	23,333 33
City Contingencies	43 25
CITY RECORD—Salaries and Contingencies	583 33
Cleaning Markets	2,022 35
Cleaning Streets—Department of Street Cleaning	4,768 39
College of the City of New York	8,734 31
Commissioners of Excise Fund	5,452 07
Contingencies—Department of Public Works	100 00
" Mayor's Office	75 00
Coroners—Salaries and Expenses	4,358 30
Croton Water Fund	76,098 14
Drainage and Irrigation of the Central Park	25 76
Election Expenses	583 33
Expenses of Commissioners to Select and Locate Lands for Public Parks in the Twenty-third and Twenty-fourth Wards	1,000 00
Expenses of Detectives—Execution of Criminal Process, and Contingent Expenses	1,041 66
Fire Department Fund	106,810 84
For Burial of Honorably Discharged Soldiers, Sailors or Marines (Chapter 247, Laws of 1883)	35 00
For Claim of Wm. H. Kelly, Administrator, and Mary Ann Cannon, Administratrix of James Cannon, deceased	1,030 18
For the Preservation of Public Records	2,546 65
Fourth Avenue Parks, Improvement of	18 90
Harlem River Bridges—Repairs, Improvements and Maintenance	381 78
Health Fund	14,513 03
Interest on the City Debt	152,138 07
Judgments	34 01
Lamps and Gas, and Electric Lighting	4,582 90
Maintenance and Government of Parks and Places	11,574 16
Maintenance—Twenty-third and Twenty-fourth Wards	1,180 60
Manhattan Square, Improvement of	280 09
Mount St. Vincent Refreshment House	282 67
Police Fund	277,361 11
Police Fund—Salaries of Clerical Force, etc.	6,522 60
Police Station-houses—Alterations, Fitting-up, etc.	1,333 33
Police Station-houses—Rents	2,170 00
Printing, Stationery and Blank Books	6,289 66
Publication of the CITY RECORD, Including Printing of the Registry of Voters	2,958 89
Public Buildings—Construction and Repairs	433 21
Public Charities and Correction	5,910 04
Public Instruction	9,227 63
Refunding Assessments Paid in Error	122 50
Refunding Interest and Charges on Lands sold for Taxes and Assessments	32 13
Refunding Taxes Paid in Error	18 00
Repairing and Renewal of Pipes, Stop-cocks, etc.	34 00
Repairs and Renewal of Pavements and Regrading	10 00
Riverside Avenue	411 96
Riverside Park	473 23
Salaries—Board of Assessors	1,549 99
" City Courts	16,616 47
" Chamberlain's Office	2,083 33
" Commissioners of Accounts	333 32
" Common Council	1,280 43
" Department of Finance	13,575 57
" Department of Public Works	7,687 42
" Department of Taxes and Assessments	7,424 95
" Judiciary	57,373 22
" Law Department	7,306 38
" Mayor's Office	2,081 64

Sewers and Drains—Twenty-third and Twenty-fourth Wards	\$302 07
Street Improvements Authorized, etc., after June 9, 1880	10,137 06
Supplies for and Cleaning Public Offices	225 95
Supplies for Police	6,250 00
Surveying, Laying-out, etc.—Tax and Assessment Maps—Twenty-third and Twenty-fourth Wards	40 48
Surveys, Maps and Plans—Twenty-third and Twenty-fourth Wards	33 44
Tax Sales—Moneys Refunded	217 50
Walks—City Parks	7 00
Water Meter Fund, No. 2	3,082 50
Total	\$896,617 21

SUITS, ORDERS OF COURT, JUDGMENTS, ETC.

COURT.	NAME OF PLAINTIFF.	AMOUNT.	NATURE OF ACTION.	ATTORNEY.
Supreme..	George Dudley .....	.....	Order amending order of December 26, 1883, to vacate an assessment for sewer in Sixth avenue, between One Hundred and Sixteenth and One Hundred and Twenty-fifth streets, and in Seventh avenue, by adding thereto the words "so far as the same remains unpaid"	John C. Shaw.
"	John G. Prague .....	.....	Transcript of judgment for \$4,197.08, reduced to \$4,193.70, as advised by communication of the Counsel to the Corporation of January 24, 1884	Allison & Shaw.
"	Maria E. Decker, adm'x, against The Mayor, etc., the Produce Bank of New York and oth's .....	.....	Summons and notice of action to vacate a deed of assignment made by Nicholas H. Decker to Ernest Greenfield, individually and as trustee, and to the Produce Bank, and now assigned on account of claim and demand for work done under contract with the city upon Riverside Park, and for extra work thereon, also notice forbidding and enjoining the adjustment or payment to the Produce Bank of the claim and demand as a balance due to the late Nicholas H. Decker, deceased, for contract and other work done upon the contract for Riverside Park, amounting to \$178,000, with interest thereon, and notice of action in equity to set aside deed of transfer of said claim and forbidding the adjustment of said claim with the Produce Bank for \$100,000, etc.	James M. Lyddy.
Superior..	Charles F. Willis, against A. S. Cady, Clerk of Arrears, etc. ....	.....	Summons and complaint. Judgment that the Clerk of Arrears shall furnish bills for the arrears of taxes on Ward Nos. 31 and 32, Block 1268, Twelfth Ward, for years 1854 and 1856 to 1870, and cancel the same from record upon the payment of the amount thereof	Wm. Settle.
Supreme..	William C. Peters, against the Mayor, etc., Myer S. Isaacs, James A. Deering, and others.	\$520 00	Summons and complaint. For judgment that the defendants have no right, claim or title to the award made by the Board of Assessors to unknown owners, for damages to premises Ward No. 30, Block 1142, Twelfth Ward, by the closing of Bloomingdale road, and that plaintiff have judgment for the amount of the said award	Kitchel & Jelliffe.
"	Edward D. Peters, against The Mayor, etc., Myer S. Isaacs, James A. Deering, and others.	520 00	Summons and complaint. For judgment that the defendants have no right, claim or title to the award made by the Board of Assessors to unknown owners, for damages to premises Ward No. 31, Block 1142, Twelfth Ward, by the closing of Bloomingdale road, and that plaintiff have judgment for the amount of the said award	"
"	John Darrow	166 33	Transcript of judgment	Townsend & Mahon.
"	Ira L. Otis and Henry Gorsline against The Mayor, etc., James W. O'Grady, and Charles Jones.	816 21	Transcript of judgment	Oliver M. Benedict.
"	Ira L. Otis and Henry Gorsline against The Mayor, etc., James W. O'Grady, and Charles Jones.	314 97	Transcript of judgment	"
"	Bridget Fitzpatrick	589 00	Petition for the payment into Court of an award made to unknown owners in the matter of the opening of Webster avenue, by Map No. 43, and notice of motion and of reference	Thomas Brennan.

CONTRACTS REGISTERED FOR THE WEEK ENDING FEBRUARY 2, 1884.

NO.	DATE OF CONTRACT.	DEPARTMENT.	NAMES OF CONTRACTORS.	DESCRIPTION OF WORK.
6408	Jan. 21, 1884	Fire	John Moonan	Furnishing hay, straw, oats, and fine feed. Estimate, \$7,440.
6409	" 22, "	"	Henry E. Bowns	Furnishing 6,000 tons of coal. Total, \$25,140.
6410	" 24, "	Health	Jacob Jamer and George P. Jacobs	Constructing a heating apparatus for a hospital building at foot of East Sixteenth street. Total, \$4,060.
6411	Dec. 21, 1883	Board of Education ..	Michael McNamara	Delivering janitors' and school supplies during the year 1884. Total, \$1,750.
6412	Jan. 2, 1884	Public Charities and Correction	Henry E. Bowns	Furnishing 920 tons white ash coal. Total, \$4,342.40.

CLAIMS FILED, ETC.

Table with columns: DATE, NAME OF CLAIMANT, AMOUNT, NATURE OF CLAIM, ATTORNEY. Includes entries for William Astor, John J. Astor, Isabella Brandon, Charles B. Cornell, etc.

Table with columns: DATE, NAME OF CLAIMANT, AMOUNT, NATURE OF CLAIM, ATTORNEY. Includes entries for Jacob Halstead, Gloriana R. Hoff, Amos R. Eno, Mary H. Drake, etc.

Certificates of the Assessment Commission of the Reduction by them of Assessments, received as follows:

Table listing assessment reductions for various streets and blocks, including January 28, 30, and 31 entries for Eighth, Fifty-ninth, and One Hundred and Twenty-second streets.

January 30. For Eighth avenue regulating, etc., between Fifty-ninth and One Hundred and Twenty-second streets.

Juliet Douglas	Reduced from \$4,499 85 to \$3,689 79
Robert Chapman	" 167 50 to 129 16
James F. Ruggles	" 112 50 to 92 26
I. and S. Wormser	" 281 25 to 230 65
Charles A. Hamilton	" 225 00 to 230 65
Charles A. Hamilton, trustee	" 2,881 66 to 2,362 96
Simon Wormser and I. Meyer	" 112 50 to 92 26
Simon Wormser	" 225 00 to 184 52

January 30. For One Hundred and Eighth street regulating, etc., from Fifth avenue to East river.

Mary G. Pinkney	reduced from \$19,474 32 to \$17,916 37
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Certificates of the Assessment Commission of Awards for the Return of Moneys Paid for Assessments, received, as follows:

January 30. For Sixth, Seventh and St. Nicholas avenues sewers, between One Hundred and Tenth and One Hundred and Sixteenth streets.

In the matter of the applications of—
 Jeannie Ferris and Katherine M. Lexow, executrices, etc. \$150 75
 Adolph Bernheimer 681 30

January 30. For Seventh avenue sewers, between One Hundred and Twenty-first and One Hundred and Thirty-seventh streets.

In the matter of the applications of—
 Edwin W. Ackerman and Phebe Ackerman, executors, etc. \$10 56
 Sutherland D. Smith, trustee 9 75

January 30. For Seventh avenue regulating, etc., from One Hundred and Tenth street to the Harlem river.

In the matter of the applications of—
 Edwin W. Ackerman and Phebe Ackerman, executors, etc. \$13 99
 Sutherland D. Smith, trustee 13 99

January 30. For Boulevard regulating, etc., and superstructure, from Fifty-ninth street to One Hundred and Fifty-fifth street.

In the matter of the application of—
 Frederick Arnold \$19 95

January 30. For Seventh avenue macadamizing, from One Hundred and Tenth street to the Harlem river.

In the matter of the applications of—
 Edwin W. Ackerman and Phebe Ackerman, executors, etc. \$7 20
 Sutherland D. Smith, trustee 7 20

Certificates of the Commissioners of Taxes and Assessments of the Reduction and Remission, by them, of Taxes of 1883, received, as follows:

ON PERSONAL ESTATE.

January 28. New York Cotton Exchange, Hanover Square—Assessed valuation, \$9,100; corrected amount, \$8,100; tax remitted, \$22.90.
 February 2. George W. Gesner, No. 45 Cliff street—Valuation, \$2,000; tax remitted, \$45.80.
 February 2. Oscar Ehmeyer, No. 42 Beaver street—Valuation, \$10,000; tax remitted, \$229.
 February 2. Gustavus A. Laridon, No. 165 Broadway—Valuation, \$3,000; tax remitted, \$68.70.
 February 2. Frank E. Smith, No. 56 Broadway—Valuation, \$3,000; tax remitted, \$68.70.
 February 2. William D. Stratton, No. 71 Broadway—Valuation, \$5,000; tax remitted, \$114.50.
 February 2. New Haven Copper Co., No. 290 Pearl street—Valuation, \$5,000; difference in rate of tax, amount remitted, \$12.88.
 February 2. Edgar Du Berceau, No. 23 West Twenty-first street—Valuation, \$9,000; reduced to \$3,000; tax remitted, \$137.40.

ON REAL ESTATE.

February 2. House and lot, No. 8 Peck Shp, Second Ward—Valuation, \$6,500; reduced to \$5,000; tax remitted, \$34.35.

Opening of Proposals.

The Comptroller (by representative) attended the opening of proposals, on February 1, 1884, at the Department of Public Charities and Correction, for furnishing miscellaneous groceries, dry goods, leather and findings, hardware, etc., and crockery, for the use of the said Department.

Approval of Sureties.

The Comptroller approved of the adequacy and sufficiency of the sureties on the following proposals, viz.:

February 2. For the erection of an iron shed over a portion of the sidewalks surrounding the Fulton Market.
 John Flanagan, No. 392 Fourth avenue, Principal.
 Felix Darcy, No. 159 East Twenty-third street, } Sureties.
 Thomas Daly, No. 451 Fourth avenue, }

Return of Proposal.

January 30. Proposal of William E. Dean, for constructing sewers in Lincoln avenue, Southern Boulevard, etc., returned to the Department of Public Parks for the action of said Department on the proposed substitution by Mr. Dean, of Abraham Steers, as a surety thereon, in the place of Charles Jones, one of the original sureties.

S. HASTINGS GRANT, Comptroller.

BOARD OF ESTIMATE AND APPORTIONMENT.

BOARD OF ESTIMATE AND APPORTIONMENT—CITY OF NEW YORK, }
 MAYOR'S OFFICE, CITY HALL, }
 TUESDAY, February 5, 1884—2 o'clock P. M. }

The Board met in pursuance of the following call:

OFFICE OF THE MAYORALTY, }
 EXECUTIVE DEPARTMENT—CITY HALL, }
 NEW YORK, February 4, 1884. }

In pursuance of the authority contained in the 112th section of chapter 335, being an act entitled "An act to reorganize the local government of the City of New York," passed April 30, 1873; and section 1 of chapter 779, being an act entitled "An act in relation to raising money by taxation in the County of New York, for county purposes," passed June 14, 1873; and chapter 304, being an act entitled "An act to consolidate the government of the City and County of New York, and further to regulate the same," passed April 30, 1874; and chapter 303, being an act entitled, "An act in relation to the estimates and apportionment for the support of the government of the County of New York," passed April 30, 1874; and chapter 308, being an act entitled, "An act in relation to the estimates and apportionment for the support of the government of the City of New York," passed May 1, 1874; a meeting is hereby called of the Mayor, Comptroller, President of the Board of Aldermen, and the President of the Department of Taxes and Assessments, constituting a Board of Estimate and Apportionment, to be held at the office of the Mayor, on Tuesday, February 5, 1884, at 2 o'clock P. M., for the purpose of transacting such business as may be brought before the Board.

FRANKLIN EDSON, Mayor.

INDORSED:

We hereby consent that the rule adopted January 4, 1884, relating to calls of meetings, be suspended for this meeting.

Admission of a copy of the within, as served upon us this 4th day of February, 1884.

FRANKLIN EDSON,
 Mayor.

S. HASTINGS GRANT,
 Comptroller;

W. P. KIRK,
 President of the Board of Aldermen;

THOS. B. ASTEN,
 President of the Department of Taxes and Assessments.

Present—All the members, viz.:

Franklin Edson, the Mayor; S. Hastings Grant, the Comptroller; Wm. P. Kirk, the President of the Board of Aldermen; Thos. B. Asten, the President of the Department of Taxes and Assessments.

The minutes of the meeting held January 26, 1884, were read and approved.

Mr. Jas. S. Coleman, Commissioner of Street Cleaning, appeared before the Board and presented the following:

DEPARTMENT OF STREET CLEANING, }
 NOS. 31 AND 32 PARK ROW. }

Proposals for Estimates

For the Cleaning of the Streets, for the Removal of Snow and Ice therefrom, and for the Collection of Ashes, Garbage, and Street Sweepings, and the removal of the same in the First Street-Cleaning District of the City of New York.

Estimates inclosed in sealed envelopes, and indorsed with the name of the person or persons mak-

ing the same, and the date of presentation, and a statement of the work to which they relate, will be received at the office of the Department of Street Cleaning, Nos. 31 and 32 Park Row, in the City of New York, until 12 o'clock M. of Monday, the 11th day of February, 1884, at which time and place the estimates will be publicly opened and read for the cleaning of streets, for the removal of snow and ice therefrom, and for the collection of ashes, garbage, and street sweepings, and the removal of the same in the First Street-Cleaning District of the City of New York for a period of two years, from the day of , 1884, until the day of , 1886, both days inclusive, in pursuance of authority conferred by chapter 367, Laws of 1881, upon the Commissioner of Street Cleaning to make and execute special contracts.

The First Street-Cleaning District of the City of New York hereby designated by the Commissioner of Street Cleaning pursuant to law, consists of all that portion of the City of New York bounded as follows:

On the north by the southerly line of Fourteenth street, from Broadway westerly to the North or Hudson river; on the easterly side by the westerly line of Broadway, from Fourteenth street to Battery place; on the southerly side by the southerly line of Battery place, from Broadway to the North or Hudson river, and on the westerly side by the North or Hudson river, from Battery place to Fourteenth street.

The person or persons to whom the contract may be awarded will be required to attend at this office with the sureties offered by him or them, and execute such contract within five days from the date of the service of a notice to that effect; and, in case of failure or neglect so to do, he or they will be considered as having abandoned such contract, and as in default to the Corporation, whereupon the Commissioner of Street Cleaning will either make another selection from the bids or estimates submitted, or readvertise and relet the work.

If the person or persons to whom the contract may be awarded, shall neglect or delay to commence the work or any portion thereof, on the day of , 1884, the Commissioner of Street Cleaning will perform the said work or any portion thereof for such period of neglect or delay, and charge the whole expense of the same against the said person or persons.

Bidders are required to state in their estimates, under oath, 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 bid or estimate for the above work; and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof. When more than one person is interested, it is requisite that the verification be made and subscribed by all the parties interested. Each estimate shall also 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 estimate, they will, on its being so awarded, become bound, as his or their sureties for its faithful performance, in the amount of fifty thousand dollars; and that, if he or they shall omit or refuse to execute the same, they will pay to the Mayor, Aldermen and Commonalty of the City of New York, any difference between the sum to which he would be entitled on its completion and that which the Mayor, Aldermen and Commonalty of the City of New York may be obliged to pay to the person or persons to whom the contract may be subsequently awarded. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety 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 adequacy and sufficiency of the sureties offered shall be approved by the Comptroller.

The person or persons to whom the contract may be awarded, shall deposit with the Comptroller of the City of New York, on or before the execution of the contract or agreement, Eight Thousand Dollars, in cash or securities approved and accepted by the said Comptroller, as an additional security for the faithful performance of all the terms and conditions of the contract or agreement, and as a fund to be drawn upon by the Commissioner of Street Cleaning, to pay for any expense that may be incurred under the contract or agreement by the said Commissioner, or by the Mayor, Aldermen and Commonalty of the City of New York, by reason of the failure of the party or parties to whom the contract may be awarded, to faithfully comply with the terms and conditions of the contract.

Bidders will state a price per annum for doing the work.

The price must be written in the bid or estimate and also stated in figures. Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the Commissioner of Street Cleaning to reject any or all bids, or to select the bid or bids the acceptance of which will, in his judgment, best secure the efficient performance of the work. 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.

Each estimate must be accompanied by a certified check on a solvent banking incorporation in the City of New York, payable to the order of the Comptroller of the City of New York, for five per cent. of the amount bid for the performance of all the work required by said contract to be done in any one year. On the acceptance of any bid, the checks of the unaccepted bidders will be returned to them, and upon the execution of the contract the check of the accepted bidder will be returned to him.

Any contract made by the Commissioner of Street Cleaning may be terminated on ten days' notice by the said Commissioner, with the approval of the Mayor.

All bids must be made with reference to the form of contract and the requirements thereof on file at the Department of Street Cleaning, or they will be rejected.

Blank forms of specifications and proposals may be obtained at the Department of Street Cleaning, Nos. 31 and 32 Park Row, New York City, on or after Wednesday, January 30, 1884.

JAMES S. COLEMAN, Commissioner of Street Cleaning.

THIS AGREEMENT, made this day of A. D., 1884, by and between of the City of New York, party of the first part, and the Mayor, Aldermen and Commonalty of the City of New York, by the Commissioner of Street Cleaning of the City of New York, party of the second part, witnesseth, as follows:

The said party of the first part, in consideration of the undertakings, promises and agreements herein contained on the part of the said party of the second part, to be performed, fulfilled, and kept, doth undertake, promise and agree to and with said party of the second part, to furnish all the labor, materials, machines and implements necessary or proper for the purpose, and to clean and cause to be cleaned, all streets, avenues, lanes, alleys, places, gutters, wharves, piers and heads of slips in the First Street-cleaning District of said city, except such as are within any park under the control and management of the Department of Public Parks, and keep the same at all time thoroughly clean, and to remove from said district as often as required by the following specifications, all dirt, ashes, garbage, rubbish and sweepings, and all material which may be gathered in the process of street cleaning, and will remove as fast as collected such ashes, dirt, garbage, rubbish and sweepings, and all material gathered in the process of street cleaning, from the said district to the dumping places designated from time to time by the Commissioner of Street Cleaning.

The First Street-Cleaning District of the City of New York, designated by the Commissioner of Street Cleaning of said city, pursuant to law, shall consist of all that portion of the City of New York bounded as follows:

On the north by the southerly line of Fourteenth street, from Broadway westerly to the North or Hudson river; on the easterly side by the westerly line of Broadway, from Fourteenth street to Battery place; on the southerly side by the southerly line of Battery place, from Broadway to the North or Hudson river, and on the westerly side by the North or Hudson river, from Battery place to Fourteenth street.

The said party of the first part undertakes, promises and agrees to do and perform said street cleaning and the removal of all material hereinabove mentioned, in such manner as to fully comply with the conditions and provisions of chapter 367 of the Laws of 1881, and all laws and ordinances and provisions of the Sanitary Code in force in the City of New York, and so as not to create any obligation, claim or demand, nor furnish any just ground for any action, suit or legal proceeding against the Mayor, Aldermen and Commonalty of the City of New York, or the Department of Street Cleaning of the City of New York, and to do all the work hereinabove mentioned in strict conformity to the following specifications which, with the schedules and map therein mentioned, and which are annexed to this contract are, and are to be taken as forming part of this contract.

Specifications.

First.—Whenever, in this agreement, the word "streets" is used it shall cover all the public avenues, streets, lanes, alleys, places, wharves, piers and heads of slips, within the First Street-Cleaning District, except such as are within any park under the control and management of the Department of Public Parks; as to streets and avenues, the area of the road-bed between the curbs is intended.

Second.—In the execution of this contract all ashes, garbage, dirt, and street sweepings collected by the Contractor, by his agents or employees, shall be dumped upon scows or boats furnished by the Department of Street Cleaning or by any of its agents, employees or contractors, at the dumps or dumping boards along the river front on the North or Hudson river, but whenever a scow or scows, boat or boats, is or are not present at said dumps or dumping boards, for the purpose of taking the said ashes, garbage, dirt and street sweepings on board, the Contractor, his agents or employees, shall cause the said ashes, garbage, dirt and street sweepings to be dumped or placed upon the respective dumps or piers and shall cause the same thereafter, without any extra expense to the party of the second part, to be shoveled or placed upon the scows or boats furnished

by the Department of Street Cleaning, its agents, employees, or contractors, when they arrive; or if the Commissioner of Street Cleaning shall so require, by an order in writing, signed by him, the said Contractor, his agents or employees, shall remove the said ashes, garbage, dirt and street sweepings to the nearest dump or dumps where scows or boats are ready for the removal of the same, not higher or more northerly on the North or Hudson river, than the dump at the foot of West Nineteenth street, and on the East river not higher or more northerly than the dump at the foot of Market street.

Third.—The following are the dumps or dumping places to be used by the Contractor, hereunder, to wit:

1. At the foot of West Twelfth street, North river.
2. At the foot of Canal street, North river.
3. Pier 12, East river.

The Commissioner of Street Cleaning reserves the right to increase or lessen the number of dumps or dumping places, or boards, or to change their location from time to time as he may determine, and the contractor shall not receive any extra compensation in consequence of any such increase or lessening of the number of the said dumps or dumping boards, nor by reason of any such change in their location.

Fourth.—Whenever the Commissioner of Street Cleaning shall, in writing, so order, the Contractor shall deposit ashes, and street sweepings, or either of them, within the said district, to fill in any sunken lots, lands or places, so far as it may be legally permissible to do.

Fifth.—All ashes shall be collected and removed once in each day in all the "streets" of the First Street-Cleaning District.

Sixth.—All garbage shall be collected and removed once in each day in all the "streets" of the said District.

Seventh.—The Contractor shall remove all ashes and garbage from the westerly side of Broadway, from Fourteenth street to Battery place and from Castle Garden.

Eighth.—All ashes, garbage, rubbish and materials collected in the work of street cleaning shall be removed in such a manner that no part of the same shall be scattered upon any part of the streets, sidewalks or gutters, through or across which the same may be conveyed, and if any ashes, garbage, rubbish, or materials be at any time scattered upon the streets, sidewalks or gutters in their removal to the dumping places through the negligence of the Contractor or of any one in his employ, they shall be immediately gathered up and removed at the expense of the Contractor.

Ninth.—For the purposes of this contract, the "streets" in said District are divided into three classes, designated classes First, Second and Third.

Tenth.—The First class, consisting of the streets and parts of streets shown by red lines on the map hereto annexed and described in schedule "B" hereto annexed, shall be completely cleaned throughout their entire length and width and the street dirt removed once within every twenty-four hours, and between the hours of 6.30 P. M. and 7 A. M.

Eleventh.—The Second class, consisting of the streets and parts of streets shown by the blue lines on the map hereto annexed, and described in schedule "C" hereto annexed, shall be completely cleaned throughout their entire length and width, and the dirt removed three times a week, between the hours of 6.30 P. M. and 7 A. M., at uniform periods for each street.

Twelfth.—The Third class, consisting of the streets and parts of streets south of Fourteenth street and west of Broadway not colored on the map hereto annexed and described in schedule "D" hereto annexed, shall be completely cleaned throughout their entire length and width, and the dirt removed twice in each week, between the hours of 6.30 P. M. and 7 A. M., at uniform periods for each street.

Thirteenth.—The Commissioner of Street Cleaning may authorize or require the work to be performed under this contract to be done at any hours of the day or night other than those enumerated in sections ten, eleven and twelve of these specifications, whenever he may deem it necessary so to do, but he shall not make any alterations of these hours, except upon the written application of the contractor, without giving one week's notice of his intention to require the work to be done at a different time, or between different hours than those mentioned in said sections.

Fourteenth.—In addition to the obligations for periodical cleaning of streets recited above, it shall be the duty of the party of the first part to keep all the streets within the First Street-Cleaning District at all times in such condition of cleanliness as shall, in the opinion of the Commissioner of Street Cleaning, be necessary; and upon notice from the said Commissioner, that in order to fully comply with this section, a specific place or places require cleaning, the party of the first part shall cause such cleaning to be done within twenty-four hours thereafter, and in case of default it shall be optional with the said Commissioner to cause the same to be done and charge the expense thereof to the party of the first part, and deduct the expense thereof from the next accruing monthly payment.

Fifteenth.—The contractor shall, once in every twenty-four hours, sweep and clean the streets or parts of streets immediately surrounding all public markets, and also, once in every twenty-four hours, sweep and clean around and about all hack-stands within the First Street-Cleaning District.

Sixteenth.—Snow shall be removed from the following streets:

- Morris street, from Broadway to West street.
- Rector street, from Broadway to West street.
- Cedar street, from Broadway to West street.
- Liberty street, from Broadway to West street.
- Cortlandt street, from Broadway to West street.
- Dey street, from Broadway to West street.
- Fulton street, from Broadway to West street.
- Vesey street, from Broadway to West street.
- Barclay street, from Broadway to West street.
- Chambers street, from Broadway to West street.
- Franklin street, from Broadway to West street.
- Desbrosses street, from Hudson to West street.
- West street, from Battery place to Tenth avenue.
- Washington street, from Battery place to Canal street.
- Greenwich street, from Battery place to Canal street.
- New Church and Church streets, from Morris to Canal street.
- College place and West Broadway, from Barclay to Canal street.
- South Fifth avenue, from Canal street to West Fourth street.
- Varick and Carmine streets and Sixth avenue, from Franklin street to West Fourteenth street.
- And such other streets as the Commissioner may designate.

Seventeenth.—The work of removing snow from the streets enumerated in the last section, shall be performed in the following manner:

1. While snow is falling all crosswalks for foot passengers shall be kept clear, and proper efforts made to keep the traffic open.

If there should be a high wind at the time, and the snow drifts in consequence, the drifts of snow shall be cut through or leveled to permit the traffic of vehicles to continue.

2. As soon as the snow ceases to fall, all the force of laborers employed by the Contractor shall be immediately put to work to clear the gutters and openings into sewers, in preparation for a sudden thaw, and the snow shall be carted away at once from such streets as may be designated by the Commissioner of Street Cleaning; in other streets the Contractor shall use snow plows, or with gangs of laborers shovel the snow into long, narrow heaps on each side of the street, taking care to leave the gutters, crosswalks and openings into sewers clear, and a sufficient space between the heaps, in order to allow the foot passengers to cross the street, and also to let the water reach the gutters as soon as the snow begins to melt. Such heaps shall be removed within three days after they have been formed.

3. If it shall appear, to the satisfaction of the Commissioner of Street Cleaning, that the work described in the second subdivision of this seventeenth section cannot, by reason of an unusual accumulation of snow, be performed by the Contractor within the time therein fixed for such performance, the said Commissioner will allow such further time therefor as he may deem proper. The spirit and intent of this seventeenth section being that the Contractor shall, in removing snow and ice, faithfully employ as great an amount of labor, and as large a number of horses and carts, as have been employed in performing the work of cleaning all the streets of said district at any one time.

Eighteenth.—The Commissioner of Street Cleaning may, whenever he may deem it necessary, authorize and require the contractor to employ additional horses, carts, and laborers, at current market rates of compensation, for the purpose of removing snow and ice; but such authorization or requirement shall be made in writing, and shall specify the number of horses, carts, and laborers to be employed and the period of their employment.

Such written authorization or requirement shall be returned, with the accompanying vouchers, to the Commissioner of Street Cleaning, within one month after the date thereof.

Nineteenth.—The Commissioner of Street Cleaning will authorize, in writing, from time to time as may be necessary, the Contractor, his agents or employees, to dump, or cause to be dumped, snow and ice from the ends or near the ends of any piers into the waters of the North or Hudson or East rivers, but no dead animal or carrion, street sweepings, garbage or any putrid, offensive, decaying or refuse vegetable or animal matter shall be deposited in violation of chapter four hundred and sixty-three of the laws of one thousand eight hundred and eighty. No snow or ice shall be dumped into the waters of the North or Hudson or East rivers, by the said contractor, his agents, or employees, except from the piers or ends of piers designated for such purpose, from time to time, by the Commissioner of Street Cleaning.

Twentieth.—Whenever any snow plow, sweeping machine or other similar instrument for the purpose of dealing with snow is used by the contractor, his agents or employees, if the throwing up of the snow by any such plow, machine, or instrument will, in the opinion of the Commissioner of Street Cleaning, render the street or streets unsafe or impassable for travel, or make inconvenient the approach to the curb-stone, then it shall be the duty of said contractor, his agents or employees, to remove and carry away, with due diligence and to the satisfaction of the Commissioner of Street Cleaning, the snow thrown up by such plow, machine, or instrument, and to reduce the snow upon

the street or streets to such a level as to make it convenient for all vehicles to approach the curb-stones, and render the whole width of the roadway safe for travel.

Twenty-first.—No snow-plow, sweeping machine or other instrument for sweeping or cleaning the streets or for melting snow, shall be used by the Contractor, his agents or employees, without the approval of the Commissioner of Street Cleaning first had and obtained; and all such plows, machines or instruments shall be so constructed as not to throw any snow, dirt or slush on the sidewalks or buildings.

Twenty-second.—The Contractor, his agents, or employees, shall not cast, throw or sprinkle, or cause to be cast, thrown or sprinkled, any salt or other substance in or upon any street or streets for the purpose of melting any snow or ice which may have fallen, accumulated or been deposited thereon, without the permission first had and obtained from the Mayor of the City of New York.

Twenty-third.—The drivers of all carts employed as ash or garbage carts, shall receive all ashes, garbage, sweepings and rubbish which shall be delivered to them, or that may be placed upon the sidewalks in vessels, or in the front area of any dwelling-house, store or public building, and shall remove the same once in every twenty-four hours, Sundays excepted.

Twenty-fourth.—Whenever the contents of any vessels or receptacles shall be spilled upon the sidewalks or gutters, the drivers will take up or gather the same, or cause the same to be taken up or gathered and placed in the carts. Each cart shall be provided with a broom to sweep up ashes or garbage, whenever spilled or scattered upon the sidewalks or gutters.

Twenty-fifth.—Receptacles or vessels containing ashes or garbage, when emptied, shall be returned to the places from which they were removed, whether on sidewalks, in areaways or upon outside cellar steps.

Twenty-sixth.—The carts used by the Contractor shall be strong and tight, and those used for the removal of ashes shall be adequately and tightly covered, and each and all of such carts shall be inspected and approved by the Commissioner of Street Cleaning before use.

Twenty-seventh.—All carts used by the Contractor in the work of cleaning the streets, removing snow and ice therefrom, and collecting ashes, garbage and street sweepings, and the removal of the same, shall be numbered and have conspicuously painted upon a sign on their sides the names of the Contractor and of the district.

Twenty-eighth.—All streets, when so dry that dust will rise from the action required in street cleaning, shall be sprinkled with water immediately in advance of the work of street cleaning, to such an extent as to prevent the dust from rising.

Twenty-ninth.—The Contractor, his agents or employees, when sweeping or cleaning any streets or causing them to be swept or cleaned, shall properly scrape or cause to be properly scraped the gutters and parts of streets along which the water will run before the water is suffered to flow from any hydrant for the purpose of washing the same, in order that no substance or obstruction be carried into any of the receiving-basins or sewers.

Thirtieth.—As the Department of Public Works has exclusive control over the public hydrants and use of the Croton water, and sole authority to grant licenses for the sprinkling of the streets with water, all requirements of these specifications as to the sprinkling of the streets or the use of water are made subordinate to such control and authority, and the Contractor must at all times obtain the necessary permission to open public hydrants and use the Croton water, and the licenses to sprinkle the streets.

Thirty-first.—The work to be performed by the said party of the first part will be observed and inspected from day to day by employees of the Department of Street Cleaning, to ascertain whether the conditions and agreements of the contract are performed and fulfilled, and reports in respect thereto will be made by them to the Commissioner of Street Cleaning.

Thirty-second.—The Contractor, his agents or employees, shall obey and conform to all laws and ordinances and provisions of the Sanitary Code relating to the work, or any part thereof, required to be done under these specifications and contract, and shall conform to such regulations as the Commissioner of Street Cleaning may deem necessary and prescribe for the proper performance thereof, particularly as to the separate collection and removal of ashes and garbage.

Thirty-third.—The Contractor shall furnish to the Commissioner of Street Cleaning, at his office before twelve o'clock M. of each day, a report showing all the streets cleaned upon the previous day or night, and the streets to be cleaned upon the day the report is made or on the night following.

Thirty-fourth.—The cleaning of any street shall not include the removal of piles of rubbish or materials, belonging to or resulting from the construction, alteration or repair of any building, deposited or remaining upon any street in front of or alongside any such building or structure, but the rest of any street so occupied shall be cleaned and kept clean.

Thirty-fifth.—Disorderly, quarrelsome or incompetent employees of the Contractor must be discharged immediately on the demand of the Commissioner of Street Cleaning, and must not be employed again without his permission.

Thirty-sixth.—No money, reward, gratuity, fee or other valuable consideration, except the compensation hereunder agreed to be paid by the party of the second part, shall be charged, received or taken by the Contractor, or any of his agents or employees, for doing or failing to do any part of the work required to be done under this agreement; and the said Contractor, his agents or employees shall not, under any circumstances, without the consent expressed in writing of the Commissioner of Street Cleaning, receive, take away or dump any building material, cellar dirt or any substance or material whatsoever, except those provided for and specified in this agreement.

Thirty-seventh.—Whenever and wherever in this agreement the word "Contractor," or the phrase "party of the first part" is used, the same shall be deemed and taken to mean and intend the party or parties (as the case may be) of the first part to this agreement.

The said party of the first part further agrees, that if, in the opinion of the Commissioner of Street Cleaning the proper cleaning of said streets, or any part of them shall be omitted or neglected, or any part of the street dirt, ashes or garbage shall not be collected and removed in compliance with the provisions of this contract, or if any of the conditions and provisions of this contract shall be violated and notice shall be given to said party of the first part by said Commissioner of such neglect, omission or violation, and said neglect, omission or violation shall continue for twenty-four hours thereafter, the Commissioner of Street Cleaning shall have the power to procure such implements and appliances, and to employ such labor as may be necessary to complete the work provided for in this contract, or such part thereof as may be deemed necessary, and to charge the expense of the same to said party of the first part, and to deduct and retain the same out of any money that may be due or become due to said party of the first part under this agreement or from the special deposit in the hands of the Comptroller of the City of New York.

It is agreed by and between the parties hereto that the term for and during which the work to be done under this agreement is to be performed, shall be for a period of two years from the day of 1884, to the day of 1886, both days inclusive, unless it shall be sooner terminated according to the provisions of this contract.

It is further mutually agreed by and between the parties hereto, that the Commissioner of Street Cleaning may at any time, with the approval of the Mayor, annul and cancel this contract upon giving ten days' notice to the party of the first part, and that the action of said Commissioner in so annulling or canceling the said contract shall be in all respects final and conclusive and binding upon the parties hereto, and that thereupon this contract shall be terminated and void, annulled and canceled, and the said party of the first part shall have no claim or action for any damages or compensation for or on account of annulling or canceling this contract.

The said party of the first part further undertakes, promises, and agrees to do all the street cleaning and collect all the materials, and remove the same according to the terms and conditions of this contract for the sum of _____ dollars per annum, to be paid at the times and in the manner herein stipulated.

It is hereby expressly stipulated and agreed by and between the parties hereto, that the above last-mentioned sum shall be the sole compensation for the work to be performed under this contract, except as herein elsewhere provided for the removal of snow and ice, and that no claim shall be made by the party of the first part, his successors, assigns or personal representatives, for any greater or extra compensation.

The said party of the second part in consideration of the undertakings, stipulations and agreements on the part of the said party of the first part to be performed, fulfilled and kept, will pay to the said party of the first part the sum of _____ dollars per annum, in monthly payments, each of which shall be of an amount that bears the same proportion to the entire sum that is to be paid for one year as the number of days in the month for which the payment is made bears to the whole number of days in the year; provided that the party of the second part may and shall at all times reserve and retain out of said payments, or either of them, all such sum or sums as by the terms of this contract, or of any law of the State of New York they are or may be authorized to reserve or retain.

The party of the first part further agrees to deposit with the Comptroller of the City of New York on or before the execution of this contract or agreement Eight Thousand Dollars in cash or securities approved and accepted by the said Comptroller, as an additional security for the faithful performance of all the terms and conditions of this agreement, and as a fund to be drawn upon by the Commissioner of Street Cleaning, to pay for any expense that may be incurred under this agreement by the said Commissioner or by the party of the second part, by reason of the failure of the party of the first part to faithfully comply with the terms and conditions of this agreement.

The said sum of Eight Thousand Dollars is to remain on deposit with said Comptroller without interest, and if not used, or any portion thereof, for the purposes for which the same was deposited, the said sum or the unexpended portion thereof shall be returned to the party of the first part, his assigns, or personal representatives, upon the completion of the contract or the abrogation thereof.

The said party of the first part hereby covenants and agrees that he will give his personal attention to the faithful prosecution of said work; that he will not assign or sublet the same or any part thereof, without the previous written consent of the Commissioner of Street Cleaning indorsed on this agreement, but will keep the same under his own control; that he will not assign by power of attorney or otherwise any of the moneys payable under this agreement, unless by and with the like consent, to be signified in like manner.

It is further mutually stipulated and agreed by and between the parties to this contract, that the

undertakings, agreements and stipulations contained herein, shall bind and be obligatory upon the executors, administrators, assigns, successors and legal representatives of the respective parties hereto.

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 properly done in accordance with the specifications and to the satisfaction of the Commissioner of Street Cleaning by the party of the first part, any person or persons claiming to have performed any labor or furnished any machine, implement, appliance or material towards the performance or completion of this contract, shall file with the Department of Street Cleaning and with the head of the Finance Department of the said City of New York, any such notice as is described in the Act of the Legislature of the State of New York, passed May 22, 1878, entitled "An Act to secure the payment of laborers, mechanics, merchants, traders and persons furnishing materials towards the performing of any public work in the cities of the State of New York," and of any acts amendatory thereof or supplementary thereto, then, and in every such case, the said party of the second part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control, and due or to grow due from it 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 second 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 first part hereby further agrees that he will furnish the said Department of Street Cleaning with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who have given written notice to said Department before or within ten days after the final completion of this contract, that any balance for such work or materials is due or 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 from said party of the second part to the said party of the first part under this agreement until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

And it is expressly agreed by and between the parties hereto, that the said party of the second part, its successors or 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 any inspector or other officer, agent or appointee of the Department of Street Cleaning or of said party of the second 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 by said party of the first part or any other person or persons under this agreement.

IN WITNESS WHEREOF, the said party of the first part has set his hand to these presents, and the said Commissioner of Street Cleaning has also hereunto set his hand for and in behalf of the said party of the second part; and the said parties hereto have executed this agreement in triplicate, the day and year herein first above written; one part of which is to remain with the said Commissioner of Street Cleaning, 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 first part.

Signed in the presence of

.....
.....
.....

KNOW ALL MEN BY THESE PRESENTS, That we

..... of the City of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of 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 Mayor, Aldermen and Commonalty, or to their certain Attorney, Successors or Assigns; for which payment, well and truly to be made, we and each of us do bind ourselves, and each of our Heirs, Executors and Administrators, jointly and severally firmly by these presents.

Sealed with our seals. Dated this day of one thousand eight hundred and eighty-four.

WHEREAS, the above bounden.....

by an instrument in writing under hand and seal, bearing even date with these presents, has contracted with the said Mayor, Aldermen and Commonalty of the City of New York, by the Commissioner of Street Cleaning, for the cleaning of the streets, for the removal of snow and ice therefrom, and for the collection of ashes, garbage and street sweepings and the removal of the same, in the First Street-Cleaning District of the City of New York.

Now, therefore, the condition of this obligation is such, that if the said.....

shall well and truly, and in a good, sufficient, and workmanlike manner, perform the work mentioned in the said contract, and do and perform all acts and fulfill all undertakings therein contained, and well and truly perform all the stipulations and agreements in said contract specified, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise to remain in full force and virtue.

Signed and sealed }
in presence of }
.....
.....

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss.:

I, of said City, being duly sworn, do depose and say, that I am a holder in the City of New York, and reside at Number street, in said City, and that I am worth the sum of Fifty 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.

Subscribed and sworn to this, day of 1884, before me,

Notary Public.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss.:

I, of said City, being duly sworn, do depose and say, that I am a holder in the City of New York, and reside at Number street, in said City, and that I am worth the sum of Fifty 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.

Subscribed and sworn to this, day of 1884, before me,

Notary Public.

SCHEDULE "A."

The First Street-Cleaning District of the City of New York, designated by the Commissioner of Street Cleaning, pursuant to law, consists of all that portion of the City of New York bounded as follows:

Bounded on the north by the southerly line of Fourteenth street, from Broadway westerly to the North or Hudson river; on the easterly side by the westerly line of Broadway, from Fourteenth street to Battery place; on the southerly side by the southerly line of Battery place, from Broadway to the North or Hudson river, and on the westerly side by the North or Hudson river, from Battery place to Fourteenth street.

SCHEDULE "B."

First Class.

Consisting of the following streets and parts of streets shall be completely cleaned their entire length and width respectively, and the street dirt removed once within twenty-four hours, and between the hours of 6.30 P. M. and 7 A. M., to wit:

Barclay street, from Broadway to West street.

- Canal street, from Broadway to West street.
Cedar street, from Broadway to West street.
Chambers street, from Broadway to West street.
Cortlandt street, from Broadway to West street.
Carmine street, from Varick street to Sixth avenue.
College place, from Barclay street to Chambers street.
Desbrosses street, from Hudson street to West street.
Eighth avenue, from Hudson street to Fourteenth street.
Fifth avenue, from Waverley place to Fourteenth street.
Gansevoort street, from Thirteenth street to Thirteenth avenue.
Greenwich street, from Battery place to Canal street.
Little Twelfth street, from Hudson street to Thirteenth avenue.
Liberty street, from Broadway to West street.
Moore street, from Broadway to West street.
Rector street, from Broadway to West street.
Sixth avenue, from Carmine street to Fourteenth street.
Thames street, from Broadway to Greenwich street.
Vesey street, from Broadway to West street.
West Broadway, from Canal street to Chambers street.
Washington street, from Battery place to Canal street.
West street, from Battery place to Canal street.

SCHEDULE "C."

Second Class.

Consisting of the following streets, and parts of streets, shall be completely cleaned throughout their entire length and width, respectively, and the dirt removed three times a week, between the hours of 6.30 P. M. and 7 A. M., at uniform periods for each street, to wit:

- Albany street, from Greenwich street to West street.
Battery place, from Broadway to West street.
Beach street, from West Broadway to West street.
Bleecker street, from Broadway to Eighth avenue.
Broome street, from Broadway to Hudson street.
Carlisle street, from Greenwich street to West street.
Clinton place, from Broadway to Sixth avenue.
Christopher street, from Sixth avenue to West street.
Church street, from Fulton street to Canal street.
Dey street, from Broadway to West street.
Duane street, from Broadway to West street.
Fulton street, from Broadway to West street.
Franklin street, from Broadway to West street.
Franklin alley, from White street to Franklin street.
Greenwich avenue, from Sixth avenue to Thirteenth street.
Greenwich street, from Canal street to Fourteenth street.
Grand street, from Broadway to Varick street.
Greene street, from Canal street to Clinton place.
Hoboken street, from Canal street to West street.
Howard street, from Broadway to Mercer street.
Houston street, from Broadway to West street.
Hubert street, from Hudson street to West street.
Hudson street, from Chambers street to Fourteenth street.
Harrison street, from Hudson street to West street.
Jay street, from Hudson street to West street.
Laight street, from Canal street to West street.
Leonard street, from Broadway to Hudson street.
Lispensard street, from Broadway to West Broadway.
Murray street, from Broadway to West street.
Mercer street, from Canal street to Clinton place.
Macdougall street, from Spring street to Clinton place.
North Moore street, from West Broadway to West street.
New Church street, from Morris street to Fulton street.
Park place, from Broadway to West street.
Prince street, from Broadway to Macdougall street.
Reade street, from Broadway to West street.
Sullivan street, from Canal street to West Third street.
Spring street, from Broadway to West street.
South Fifth avenue, from Canal street to Fifth avenue.
Seventh avenue, from Greenwich avenue to Fourteenth street.
Thomas street, from Broadway to Hudson street.
Thompson street, from Canal street to West Fourth street.
Temple street, from Thames street to Liberty street.
University place, from Eighth street to Fourteenth street.
Varick street, from Franklin street to Carmine street.
Vestry street, from Canal street to West street.
Warren street, from Broadway to West street.
Worth street, from Broadway to Hudson street.
White street, from Broadway to West Broadway.
Walker street, from Broadway to Varick street.
Wooster street, from Canal street to Clinton place.
West Fourth street, from Broadway to Thirteenth street.
West Third street, from Broadway to Sixth avenue.
Waverley place, from Broadway to Christopher street.
Washington street, from Canal street to Little Twelfth street.
West street, from Canal street to Fourteenth street.
Watts street, from Canal street to West street.

SCHEDULE "D."

Third Class.

Consisting of the following streets, and parts of streets, which shall be completely cleaned throughout their entire length and width respectively, and the dirt removed twice in each week, between the hours of 6.30 P. M. and 7.00 A. M., at uniform periods for each street, to wit:

- Bedford street, from Houston street to Christopher street.
Barrow street, from West Fourth street to West street.
Bank street, from Greenwich avenue to Thirteenth avenue.
Bethune street, from Greenwich street to Thirteenth avenue.
Bloomfield street, from Tenth avenue to Thirteenth avenue.
Bogert street, from Tenth avenue to Thirteenth avenue.
Clarkson street, from Varick street to West street.
Cornelia street, from West Fourth street to Bleecker street.
Commerce street, from Barrow street to Bleecker street.
Charles street, from Greenwich avenue to West street.
Charlton street, from Macdougall street to West street.
Caroline street, from Jay street to Duane street.
Collister street, from Laight street to Beach street.
Clarke street, from Spring street to Broome street.
Congress street, from King street to Houston street.
Downing street, from Varick street to Bleecker street.
Dominick street, from Clarke street to Hudson street.
East Washington place, from Broadway to Wooster street.
Edgar street, from Broadway to Church street.
Grove street, from Hudson street to Christopher street.
Gay street, from Waverley place to Christopher street.
Hancock street, from Houston street to Bleecker street.
Horatio street, from Greenwich avenue to Thirteenth avenue.
Jones street, from West Fourth street to Bleecker street.
Jane street, from Greenwich avenue to Thirteenth avenue.
King street, from Macdougall street to West street.
Leroy street, from Bleecker street to West street.
Minetta street, from Minetta lane to Bleecker street.
Minetta lane, from Macdougall street to Sixth avenue.
Morton street, from Bleecker street to West street.
Perry street, from Greenwich avenue to West street.
Renwick street, from Spring street to Canal street.
Staple street, from Harrison street to Duane street.

St. John's lane, from Beach street to Laight street.
 Thirteenth avenue, from Eleventh street to Fourteenth street.
 Vandam street, from Macdougall street to Greenwich street.
 West Washington place, from Macdougall street to West Fourth street.
 Weehawken street, from West Tenth street to Christopher street.
 West Tenth street, from Broadway to West street.
 West Eleventh street, from Broadway to Thirteenth avenue.
 West Twelfth street, from Broadway to Thirteenth avenue.
 West Thirteenth street, from Broadway to Thirteenth avenue.
 West Ninth street, from Broadway to Sixth avenue.
 Watts street, from Sullivan street to Canal street.
 York street, from West Broadway to St. John's lane.
 And all other streets or parts of streets in the First Street-Cleaning District not enumerated in any of the schedules.

Certificate.

In pursuance of authority conferred by section 6 of chapter 367, Laws of 1881, entitled:
 "AN ACT to create a Department of Street Cleaning in the City of New York, and to provide for the cleaning of the streets of said city, for the removal of snow and ice therefrom, and for the collection of ashes, garbage and street sweepings, and the disposal of the same," passed May 26, 1881, the Board of Estimate and Apportionment has this day approved the terms and conditions of the foregoing special contract for the cleaning of the streets, for the removal of snow and ice therefrom, and for the collection of ashes, garbage and street sweepings, and the removal of the same in the First Street-Cleaning District of the City of New York.
 Dated, NEW YORK, 1884.

Mayor;
 Comptroller;
 President of the Board of Aldermen;
 President of the Department of Taxes and Assessments.

No.

Contract for

The Cleaning of the Streets, for the removal of Snow and Ice therefrom, and for the collection of Ashes, Garbage and Street Sweepings, and the removal of the same in the First Street-Cleaning District of the City of New York.

Dated.....188 Contractor.
 Approved as to form.
 Examined and found correct. Counsel to the Corporation.
 Entered in the Comptroller's Office.....188 First Assistant Bookkeeper.

(NOTICE.—The attention of Bidders is particularly called to the fact that unless an Estimate is made in strict conformity with the directions given in the proposal therefor and herein provided for, the law requires it to be considered as informal, and it must be rejected.)

To the Commissioner of Street Cleaning of the City of New York:

Estimate for the Cleaning of the Streets, for the removal of Snow and Ice therefrom, and for the collection of Ashes, Garbage and Street Sweepings and the removal of the same, in the First Street-Cleaning District of the City of New York.

Made this.....day of....., 1884,.....by....., residing.....

-do.....hereby declare that.....the only person.....interested in this estimate; and that no other person..... than the person..... herein named ha.....any interest in this estimate, or in the contract proposed to be taken.
-further declare that this estimate is made without any connection with any other person or persons making an estimate for the same purpose, and that it is in all respects fair and without collusion or fraud.
-further declare that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation of the City of New York, is directly or indirectly interested in this estimate, or in the supplies or works to which it relates, or in any portion of the profits thereof.
- further declare that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders or freeholders in the City of New York.
- have carefully examined the specifications and approved form of agreement, and will contract, in conformity with said specifications and the approved form of agreement, and will furnish all the materials and labor necessary or proper for the purpose, and clean the streets, remove the ice and snow therefrom, collect the ashes, garbage and street sweepings, and remove the same in the First Street-Cleaning District of the City of New York for a period of two years from the day of....., 1884, to the day of....., 1886, inclusive, for the sum or price of..... dollars per annum.

Residence.

CITY AND COUNTY OF NEW YORK, ss.:

being duly sworn, say, that the several matters stated in the foregoing estimate are in all respects true.

Sworn and subscribed to this day of....., A. D. 1884, before me,.....

Sureties' Agreement.

In consideration of the premises, and of One Dollar to us and each of us in hand paid by the Mayor, Aldermen and Commonalty of the City of New York, the receipt whereof is hereby acknowledged,

We, the undersigned, consent and agree, that if the contract for which the preceding proposal is made be awarded to the person or persons making the same, we will become bound as sureties for its faithful performance; and if the said person or persons shall omit or refuse to execute such contract, if so awarded, we will pay, without proof of notice or demand, to the said Mayor, Aldermen and Commonalty, any difference between the sum to which such person or persons would have been entitled upon the completion of such contract and the sum which the Corporation may be obliged to pay to the person to whom the contract shall subsequently be awarded.

† In witness whereof, we have hereunto set our hands, this..... day of....., one thousand eight hundred and eighty-four.

Residence,.....
 Residence,.....

I approve of the adequacy and sufficiency of the above-named sureties.
 Dated this..... day of..... 1884.

Comptroller.

This affidavit must be made by the person or persons bidding for the contract, and if bid is made in the name of a firm, affidavit must be made by each member thereof.

This consent must be signed by two sureties, and their place of business or residence stated.

† Fill in date.

These affidavits must be signed and sworn to by the proposed bondsmen respectively.

CITY AND COUNTY OF NEW YORK, ss.:

The above named..... being sworn, says that he is a holder in the City of New York, and is worth the sum of Fifty Thousand Dollars over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the Bond required by law.

Sworn and subscribed to before me, this day of..... A. D. 1884,.....
 Notary Public.

CITY AND COUNTY OF NEW YORK, ss.:

The above named..... being sworn, says that he is a holder in the City of New York, and is worth the sum of Fifty Thousand Dollars over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the Bond required by law.

Sworn and subscribed to before me, this day of..... A. D. 1884,.....
 Notary Public.

Estimate of

For cleaning the streets, etc., in the First Street-Cleaning District in the City of New York, for a period of two years, from.....day of.....1884, to.....day of.....1886, inclusive.

DEPARTMENT OF STREET CLEANING,
 NOS. 31 AND 32 PARK ROW.

Proposals for Estimates

For the Cleaning of the Streets, for the Removal of Snow and Ice therefrom, and for the Collection of Ashes, Garbage and Street Sweepings, and the Removal of the same in the Second Street-Cleaning District of the City of New York.

Estimates inclosed in sealed envelopes, and indorsed with the name of the person or persons making the same, and the date of presentation, and a statement of the work to which they relate, will be received at the office of the Department of Street Cleaning, Nos. 31 and 32 Park Row, in the City of New York, until 12 o'clock M. of Monday, the 11th day of February, 1884, at which time and place the estimates will be publicly opened and read for the cleaning of streets, for the removal of snow and ice therefrom, and for the collection of ashes, garbage, and street sweepings, and the removal of the same in the Second Street-Cleaning District of the City of New York for a period of two years, from the day of..... 1884, until the day of..... 1886, both days inclusive, in pursuance of authority conferred by chapter 367, Laws of 1881, upon the Commissioner of Street Cleaning to make and execute special contracts.

The Second Street-Cleaning District of the City of New York hereby designated by the Commissioner of Street Cleaning pursuant to law, consists of all that portion of the City of New York bounded as follows:

On the north by the southerly line of East Fourteenth street, from Broadway easterly to the East river; on the westerly side by the easterly line of Broadway, from East Fourteenth street to State street; on the southerly side by the southerly line of State street and by the Battery, and on the easterly side by the East river, from the Battery to East Fourteenth street.

The person or persons to whom the contract may be awarded will be required to attend at this office with the sureties offered by him or them, and execute such contract within five days from the date of the service of a notice to that effect; and, in case of failure or neglect so to do, he or they will be considered as having abandoned such contract, and as in default to the Corporation, whereupon the Commissioner of Street Cleaning will either make another selection from the bids or estimates submitted, or readvertise the work.

If the person or persons to whom the contract may be awarded shall neglect or delay to commence the work or any portion thereof, on the day of....., 1884, the Commissioner of Street Cleaning will perform the said work or any portion thereof for such period of neglect or delay, and charge the whole expense of the same against the said person or persons.

Bidders are required to state in their estimates, under oath, 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 bid or estimate for the above work; and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof. 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 also 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 estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance in the amount of seventy-five thousand dollars; and that, if he or they shall omit or refuse to execute the same, they will pay to the Mayor, Aldermen and Commonalty of the City of New York, any difference between the sum to which he would be entitled on its completion and that which the Mayor, Aldermen and Commonalty of the City of New York may be obliged to pay to the person or persons to whom the contract may be subsequently awarded. The consent above mentioned shall be accompanied by the oath or affirmation, in writing, of each of the persons signing the same, that he is a householder or freeholder in the City of New York, and is worth the amount of the security required for the completion of the contract, over and above all his debts of every nature, and over and above his liabilities as bail, surety 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 adequacy and sufficiency of the sureties offered shall be approved by the Comptroller.

The person or persons to whom the contract may be awarded shall deposit with the Comptroller of the City of New York, on or before the execution of the contract or agreement, Twelve Thousand Dollars, in cash or securities approved and accepted by the said Comptroller, as an additional security for the faithful performance of all the terms and conditions of the contract or agreement, and as a fund to be drawn upon by the Commissioner of Street Cleaning, to pay for any expense that may be incurred under the contract or agreement by the said Commissioner, or by the Mayor, Aldermen and Commonalty of the City of New York, by reason of the failure of the party or parties to whom the contract may be awarded to faithfully comply with the terms and conditions of the contract.

Bidders will state a price per annum for doing the work.

The price must be written in the bid or estimate, and also stated in figures. Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the Commissioner of Street Cleaning to reject any or all bids, or to select the bid or bids the acceptance of which will, in his judgment, best secure the efficient performance of the work. No bids 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.

Each estimate must be accompanied by a certified check on a solvent banking incorporation in the City of New York, payable to the order of the Comptroller of the City of New York, for five per cent. of the amount bid for the performance of all the work required by said contract to be done in any one year. On the acceptance of any bid, the checks of the unaccepted bidders will be returned to them, and upon the execution of the contract the check of the accepted bidder will be returned to him.

Any contract made by the Commissioner of Street Cleaning may be terminated on ten days' notice by the said Commissioner, with the approval of the Mayor.

All bids must be made with reference to the form of contract and the requirements thereof on file at the Department of Street Cleaning, or they will be rejected.

Blank forms of specifications and proposals may be obtained at the Department of Street Cleaning, Nos. 31 and 32 Park Row, New York City, on or after Wednesday, January 30, 1884.

JAMES S. COLEMAN, Commissioner of Street Cleaning.

THIS AGREEMENT, made this..... day of..... A. D. 1884, by and between..... of the City of New York, party of the first part, and the Mayor, Aldermen and Commonalty of the City of New York, by the Commissioner of Street Cleaning of the City of New York, party of the second part, witnesseth, as follows:

The said party of the first part, in consideration of the undertakings, promises and agreements herein contained on the part of the said party of the second part, to be performed, fulfilled, and kept, doth undertake, promise, and agree to and with said party of the second part, to furnish all the labor, materials, machines, and implements necessary or proper for the purpose, and to clean and cause to be cleaned, all streets, avenue, lanes, alleys, places, gutters, wharves, piers, and heads of slips in the Second Street-Cleaning District of this city, except such as are within any park under the control and management of the Department of Public Parks, and keep the same at all times thoroughly clean, and to remove from said district, as often as required by the following specifications, all dirt, ashes, rubbish, and sweepings, and all material which may be gathered in the process of street cleaning, and will, as fast as collected, remove such ashes, dirt, garbage, rubbish, and

† Fill in name.

sweepings, and all material gathered in the process of street cleaning, from the said district to the dumping places designated from time to time by the Commissioner of Street Cleaning.

The Second Street-Cleaning District of the City of New York, designated by the Commissioner of Street Cleaning of said city, pursuant to law, shall consist of all that portion of the City of New York bounded as follows:

On the north by the southerly line of Fourteenth street, from Broadway easterly to the East river; on the westerly side by the easterly line of Broadway, from Fourteenth street to State street; on the southerly side by the southerly line of State street and by the Battery, and on the easterly side by the East river, from the Battery to East Fourteenth street.

The said party of the first part undertakes, promises and agrees to do and perform said street cleaning and the removal of all material hereinabove mentioned, in such manner as to fully comply with the conditions and provisions of chapter 367 of the Laws of 1881, and all laws and ordinances and provisions of the Sanitary Code in force in the City of New York, and so as not to create any obligation, claim or demand, nor furnish any just ground for any action, suit or legal proceeding against the Mayor, Aldermen and Commonalty of the City of New York, or the Department of Street Cleaning of the City of New York, and to do all the work hereinabove mentioned in strict conformity to the following specifications which with the schedules and map therein mentioned and which are annexed to this contract are, and are to be taken as forming part of this contract.

Specifications.

First.—Whenever, in this agreement, the word "streets" is used it shall cover all the public avenues, streets, lanes, alleys, places, wharves, piers and heads of slips, within the Second Street-Cleaning District, except such as are within any park under the control and management of the Department of Public Parks; as to streets and avenues, the area of the road-bed between the curbs is intended.

Second.—In the execution of this contract all ashes, garbage, dirt, and street sweepings collected by the contractor, by his agents or employees, shall be dumped upon scows or boats furnished by the Department of Street Cleaning or by any of its agents, employees, or contractors, at the dumps or dumping boards along the river front on the East river, but whenever a scow or scows, boat or boats, is or are not present at said dumps or dumping boards, for the purpose of taking the said ashes, garbage, dirt, and street sweepings on board, the contractor, his agents or employees, shall cause the said ashes, garbage, dirt and street sweepings to be dumped or placed upon the respective dumps or piers, and shall cause the same thereafter, without any extra expense to the party of the second part, to be shoveled or placed upon the scows or boats furnished by the Department of Street Cleaning, its agents, employees, or contractors, when they arrive; or if the Commissioner of Street Cleaning shall so require, by an order in writing, signed by him, the said contractor, his agents or employees, shall remove the said ashes, garbage, dirt and street sweepings to the nearest dump or dumps in the aforesaid district where scows or boats are ready for the removal of the same—not higher or more northerly than the dump at Seventeenth street on the East river, and not higher or more northerly than the dump at West Nineteenth street on the North river.

Third.—The following are the dumps or dumping places to be used by the contractor, hereunder, to wit:

1. At the foot of Old Slip.
2. At the foot of Market street.
3. At the foot of Jackson street.
4. At the foot of Stanton street.

The Commissioner of Street Cleaning reserves the right to increase or lessen the number of dumps or dumping places, or boards, or to change their location from time to time as he may determine, and the contractor shall not receive any extra compensation in consequence of any such increase or lessening of the number of the said dumps or dumping boards, nor by reason of any such change in their location.

Fourth.—Whenever the Commissioner of Street Cleaning shall, in writing, so order, the contractor shall deposit ashes and street sweepings, or either of them, within the said district, to fill in any sunken lots, lands or places, so far as it may be legally permissible to do.

Fifth.—All ashes shall be collected and removed once in each day in all the "streets" of the Second Street-Cleaning District.

Sixth.—All garbage shall be collected and removed once in each day in all the "streets" of the said district.

Seventh.—The contractor shall remove all ashes and garbage from the easterly side of Broadway, from Fourteenth street to State street.

Eighth.—All ashes, garbage, rubbish and materials collected in the work of street cleaning shall be removed in such a manner that no part of the same shall be scattered upon any part of the streets, sidewalks or gutters, through or across which the same may be conveyed, and if any ashes, garbage, rubbish, or materials be at any time scattered upon the streets, sidewalks or gutters in their removal to the dumping places through the negligence of the contractor or of any one in his employ, they shall be immediately gathered up and removed at the expense of the contractor.

Ninth.—For the purposes of this contract, the "streets" in the said district are divided into three classes, designated classes First, Second and Third.

Tenth.—The First class, consisting of the streets and parts of streets shown by red lines on the map hereto annexed and described in schedule "B" hereto annexed shall be completely cleaned throughout their entire length and width and the street dirt removed once within every twenty-four hours, and between the hours of 6.30 P. M. and 7 A. M.

Eleventh.—The Second class, consisting of the streets and parts of streets shown by blue lines on the map hereto annexed and described in schedule "C" hereto annexed shall be completely cleaned throughout their entire length and width, and the dirt removed three times a week, between the hours of 6.30 P. M. and 7 A. M., at uniform periods for each street.

Twelfth.—The Third class, consisting of the streets and parts of streets south of Fourteenth street and west of Broadway not colored on the map hereto annexed and described in schedule "D" hereto annexed, shall be completely cleaned throughout their entire length and width, and the dirt removed twice in each week, between the hours of 6.30 P. M., and 7 A. M., at uniform periods for each street.

Thirteenth.—The Commissioner of Street Cleaning may authorize or require the work to be performed under this contract to be done at any hours of the day or night other than those enumerated in sections ten, eleven and twelve of these specifications, whenever he may deem it necessary so to do, but he shall not make any alterations of these hours, except upon the written application of the contractor, without giving one week's notice of his intention to require the work to be done at a different time, or between different hours than those mentioned in said sections.

Fourteenth.—In addition to the obligations for periodical cleaning of streets recited above, it shall be the duty of the party of the first part to keep all the streets within the Second Street-Cleaning District at all times in such condition of cleanliness as shall, in the opinion of the Commissioner of Street Cleaning, be necessary; and upon notice from the said Commissioner, that in order to fully comply with this section, a specific place or places require cleaning, the party of the first part shall cause such cleaning to be done within twenty-four hours thereafter, and in case of default it shall be optional with the said Commissioner to cause the same to be done and charge the expense thereof to the party of the first part, and deduct the expense thereof from the next accruing monthly payment.

Fifteenth.—The contractor shall, once in every twenty-four hours, sweep and clean the streets or parts of streets immediately surrounding all public markets, and also, once in every twenty-four hours, sweep and clean around and about all hack-stands within the Second Street-Cleaning District.

Sixteenth.—Snow shall be removed from the following streets:

- South street.
- Front street.
- Water street.
- Exchange place.
- Broad street.
- Wall street.
- Pine street.
- Maiden lane.
- Fulton street.
- James Slip.
- New Chambers street.
- Chambers street.
- Catharine street.
- Nassau street.
- Cliff street.
- Gold street.
- Pearl street.
- New Bowery.
- Park Row.
- Chatham street.
- Bowery.
- Centre street.
- William street.
- East Broadway.
- Grand street, from Broadway to East river.
- Houston street, from Broadway to East river.
- Astor place.
- Third avenue, from the Bowery to East Fourteenth street.
- Fourth avenue, from the Bowery to East Fourteenth street.
- And such other streets as the Commissioner may designate.

Seventeenth.—The work of removing snow from the streets enumerated in the last section shall be performed in the following manner:

1. While snow is falling all crosswalks for foot passengers shall be kept clear, and proper efforts made to keep the traffic open.

2. There should be a high wind at the time, and the snow drifts in consequence, the drifts of snow shall be cut through or leveled to permit the traffic of vehicles to continue.

3. As soon as the snow ceases to fall, all the force of laborers employed by the Contractor shall be immediately put to work to clear the gutters and openings into sewers, in preparation for a sudden thaw, and the snow shall be carted away at once from such streets as may be designated by the Commissioner of Street Cleaning; in other streets the Contractor shall use snow plows, or with gangs of laborers shovel the snow into long, narrow heaps on each side of the street, taking care to leave the gutters, crosswalks and openings into sewers clear, and a sufficient space between the heaps, in order to allow the foot passengers to cross the streets, and also let the water reach the gutters as soon as the snow begins to melt. Such heaps shall be removed within three days after they have been formed.

4. If it shall appear, to the satisfaction of the Commissioner of Street Cleaning, that the work described in the second subdivision of the seventeenth section cannot, by reason of an unusual accumulation of snow, be performed by the Contractor within the time therein fixed for such performance, the said Commissioner will allow such further time therefor as he may deem proper. The spirit and intent of this seventeenth section being that the Contractor shall, in removing snow and ice, faithfully employ as great an amount of labor, and as large a number of horses and carts, as have been employed in performing the work of cleaning all the streets of said district at any one time.

Eighteenth.—The Commissioner of Street Cleaning may, whenever he may deem it necessary, authorize and require the contractor to employ additional horses, carts and laborers, at current market rate of compensation, for the purpose of removing snow and ice; but such authorization or requirement shall be made in writing, and shall specify the number of horses, carts and laborers to be employed and the period of their employment.

Such written authorization or requirement shall be returned, with the accompanying vouchers, to the Commissioner of Street Cleaning, within one month after the date thereof.

Nineteenth.—The Commissioner of Street Cleaning will authorize, in writing from time to time as may be necessary, the contractor, his agents or employees, to dump, or cause to be dumped, snow and ice from the ends or near the ends of any piers into the water of the North or Hudson or East rivers, but no dead animal or carrion, street sweepings, garbage or any putrid, offensive, decaying or refuse vegetable or animal matter, shall be deposited in violation of chapter four hundred and sixty-three of the laws of one thousand eight hundred and eighty. No snow or ice shall be dumped into the waters of North or Hudson or East rivers by the said contractor, his agents or employees, except from the piers or ends of piers designated for such purpose, from time to time, by the Commissioner of Street Cleaning.

Twentieth.—Whenever any snow plow, sweeping machine or other similar instrument for the purpose of dealing with snow, is used by the contractor, his agents or employees, if the throwing up of the snow by any such plow, machine or instrument will, in the opinion of the Commissioner of Street Cleaning, render the street or streets unsafe or impassable for travel, or make inconvenient the approach to the curb-stone, then it shall be the duty of said contractor, his agents or employees, to remove and carry away, with due diligence and to the satisfaction of the Commissioner of Street Cleaning, the snow thrown up by such plow, machine or instrument, and to reduce the snow upon the street or streets to such a level as to make it convenient for all vehicles to approach the curb-stones, and render the whole width of the roadway safe for travel.

Twenty-first.—No snow-plow, sweeping machine or other instrument for sweeping or cleaning the streets or for melting snow, shall be used by the Contractor, his agents or employees, without the approval of the Commissioner of Street Cleaning first had and obtained; and all such plows, machines or instruments shall be so constructed as not to throw any snow, dirt or slush on the sidewalks or buildings.

Twenty-second.—The Contractor, his agents or employees, shall not cast, throw or sprinkle, or cause to be cast, thrown or sprinkled, any salt or other substance in or upon any street or streets for the purpose of melting any snow or ice which may have fallen, accumulated or been deposited thereon, without the permission first had and obtained from the Mayor of the City of New York.

Twenty-third.—The drivers of all carts employed as ash or garbage carts, shall receive all ashes, garbage sweepings and rubbish which shall be delivered to them, or that may be placed upon the sidewalks in vessels, or in the front area of any dwelling house, store or public building, and shall remove the same once in every twenty-four hours, Sundays excepted.

Twenty-fourth.—Whenever the contents of any vessels or receptacles shall be spilled upon the sidewalks or gutters, the drivers will take up or gather the same, or cause the same to be taken up or gathered and placed in the carts. Each cart shall be provided with a broom to sweep up ashes or garbage, whenever spilled or scattered upon the sidewalks or gutters.

Twenty-fifth.—Receptacles or vessels containing ashes or garbage, when emptied, shall be returned to the places from which they were removed, whether on sidewalks, in araways or upon outside cellar steps.

Twenty-sixth.—The carts used by the Contractor shall be strong and tight, and those used for the removal of ashes shall be adequately and tightly covered, and each and all of such carts shall be inspected and approved by the Commissioner of Street Cleaning before use.

Twenty-seventh.—All carts used by the Contractor in the work of cleaning the streets, removing snow and ice therefrom, and collecting ashes, garbage and street sweepings, and the removal of the same, shall be numbered and have conspicuously painted upon a sign on their sides the names of the Contractor and of the district.

Twenty-eighth.—All streets, when so dry that dust will rise from the action required in street cleaning, shall be sprinkled with water immediately in advance of the work of street cleaning, to such an extent as to prevent the dust from rising.

Twenty-ninth.—The Contractor, his agents or employees, when sweeping or cleaning any streets or causing them to be swept or cleaned, shall properly scrape or cause to be properly scraped the gutters and parts of streets along which the water will run before the water is suffered to flow from any hydrant for the purpose of washing the same, in order that no substance or obstruction be carried into any of the receiving-basins or sewers.

Thirtieth.—As the Department of Public Works has exclusive control over the public hydrants and use of the Croton water, and sole authority to grant licenses for the sprinkling of the streets with water, all requirements of these specifications as to the sprinkling of the streets or the use of water are made subordinate to such control and authority, and the Contractor must at all times obtain the necessary permission to open public hydrants and use the Croton water, and the licenses to sprinkle the streets.

Thirty-first.—The work to be performed by the said party of the first part will be observed and inspected from day to day by employees of the Department of Street Cleaning to ascertain whether the conditions and agreements of the contract are performed and fulfilled, and reports in respect thereto will be made by them to the Commissioner of Street Cleaning.

Thirty-second.—The Contractor, his agents or employees, shall obey and conform to all laws and ordinances and provisions of the Sanitary Code relating to the work, or any part thereof, required to be done under these specifications and contract, and shall conform to such regulations as the Commissioner of Street Cleaning may deem necessary and prescribe for the proper performance thereof, particularly as to the separate collection and removal of ashes and garbage.

Thirty-third.—The Contractor shall furnish to the Commissioner of Street Cleaning, at his office before twelve o'clock M., of each day, a report showing all the streets cleaned upon the previous day or night, and the streets to be cleaned upon the day the report is made or on the night following.

Thirty-fourth.—The cleaning of any street shall not include the removal of piles of rubbish or materials, belonging to or resulting from the construction, alteration or repair of any building, deposited or remaining upon any street in front of or alongside any such building or structure, but the rest of any street so occupied shall be cleaned and kept clean.

Thirty-fifth.—Disorderly, quarrelsome or incompetent employees of the contractor must be discharged immediately on the demand of the Commissioner of Street Cleaning, and must not be employed again without his permission.

Thirty-sixth.—No money, reward, gratuity, fee or other valuable consideration, except the compensation hereunder agreed to be paid by the party of the second part, shall be charged, received or taken by the contractor, or any of his agents or employees, for doing or failing to do any part of the work required to be done under this agreement; and the said contractor, his agents or employees shall not, under any circumstances, without the consent expressed in writing of the Commissioner of Street Cleaning, receive, take away or dump any building material, cellar dirt or any substance or material whatsoever, except those provided for and specified in this agreement.

Thirty-seventh.—Whenever and wherever in this agreement the word "Contractor" or the phrase "party of the first part" is used, the same shall be deemed and taken to mean and intend the party or parties (as case may be) of the first part to this agreement.

The said party of the first part further agrees that if, in the opinion of the Commissioner of Street Cleaning the proper cleaning of said streets, or any part of them shall be omitted or neglected, or any part of the street dirt, ashes or garbage shall not be collected and removed in compliance with the provisions of this contract, or if any of the conditions and provisions of this contract shall be violated and notice shall be given to the party of said first part by said Commissioner of such such neglect, omission or violation, and said neglect, omission or violation shall continue for twenty-four hours thereafter, the Commissioner of Street Cleaning shall have the power to procure such implements and appliances, and to employ such labor as may be necessary to complete the work provided for in this contract, or such part thereof as may be deemed necessary, and to charge the expense of the same to said party of the first part, and to deduct and retain the same out of any money that may be due or become due to said party of the first part under this agreement or from the special deposit in the hands of the Comptroller of the City of New York.

It is agreed by and between the parties hereto that the term for and during which the work to be done under this agreement is to be performed, shall be for a period of two years from the

day of 1884, to the day of 1886, both days inclusive, unless it shall be sooner terminated according to the provisions of this contract.

It is further mutually agreed by and between the parties hereto, that the Commissioner of Street Cleaning may at any time, with the approval of the Mayor, annual and cancel this contract upon giving ten days' notice to the party of the first part, and that the action of said Commissioner in so annulling or canceling this contract shall be in all respects final and conclusive and binding upon the parties hereto, and that thereupon this contract shall be terminated and void, annulled and canceled, and the said party of the first part shall have no claim or action for any damages or compensation for or on account of annulling or canceling this contract.

The said party of the first part further undertakes, promises, and agrees to do all the street cleaning and collect all the materials, and remove the same according to the terms and conditions of this contract for the sum of dollars per annum, to be paid at the times and in the manner herein stipulated.

It is hereby expressly stipulated and agreed by and between the parties hereto, that the above last-mentioned sum shall be the sole compensation for the work to be performed under this contract, except as herein elsewhere provided for the removal of snow and ice, and that no claim shall be made by the party of the first part, his successors, assigns or personal representatives, for any greater or extra compensation.

The said party of the second part in consideration of the undertakings, stipulations and agreements on the part of the said party of the first part to be performed, fulfilled and kept, will pay to the party of the first part the sum of dollars per annum, in monthly payments, each of which shall be of an amount that bears the same proportion to the entire sum that is to be paid for one year as the number of days in the month for which the payment is made bears to the whole number of days in the year; provided that the party of the second part may and shall at all times reserve and retain out of said payments, or either of them, all such sum or sums as by the terms of this contract, or of any law of the State of New York, they are or may be authorized to reserve or retain.

The party of the first part further agrees to deposit with the Comptroller of the City of New York on or before the execution of this contract or agreement Twelve Thousand Dollars in cash or securities approved and accepted by the said Comptroller as an additional security for the faithful performance of all the terms and conditions of this agreement, and as a fund to be drawn upon by the Commissioner of Street Cleaning, to pay for any expense that may be incurred under this agreement by the said Commissioner or by the party of the second part, by reason of the failure of the party of the first part to faithfully comply with the terms and conditions of this agreement.

The said sum of Twelve Thousand Dollars is to remain on deposit with said Comptroller without interest, and if not used, or any portion thereof, for the purposes for which the same was deposited, the said sum or the unexpended portion thereof shall be returned to the party of the first part, his assigns, or personal representatives, upon the completion of the contract or the abrogation thereof.

The said party of the first part hereby covenants and agrees that he will give his personal attention to the faithful prosecution of said work; that he will not assign or sublet the same or any part thereof, without the previous written consent of the Commissioner of Street Cleaning indorsed on this agreement, but will keep the same under his own control; that he will not assign by power of attorney or otherwise any of the moneys payable under this agreement, unless by and with the like consent, to be signified in like manner.

It is further mutually stipulated and agreed by and between the parties to this contract, that the undertakings, agreements and stipulations contained herein, shall bind and be obligatory upon the executors, administrators, assigns, successors and legal representatives of the respective parties hereto.

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 properly done in accordance with the specifications and to the satisfaction of the Commissioner of Street Cleaning by the party of the first part, any person or persons claiming to have performed any labor or furnished any machine, implement, appliance or material towards the performance or completion of this contract, shall file with the Department of Street Cleaning, and with the head of the Finance Department of the said City of New York, any such notice as is described in the Act of the Legislature of the State of New York, passed May 22, 1878, entitled "An Act to secure the payment of laborers, mechanics, merchants, traders and persons furnishing materials towards the performing of any public work in the cities of the State of New York," and of any acts amendatory thereof, or supplementary thereto, then, and in every such case, the said party of the second part shall retain, anything herein contained to the contrary thereof notwithstanding, from the moneys under its control, and due or to grow due from it 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 second 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 first part hereby further agrees that he will furnish the said Department of Street Cleaning with satisfactory evidence that all persons who have done work or furnished materials under this agreement, and who have given written notice to said Department before or within ten days after the final completion of this contract, that any balance for such work or materials is due or 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 from said party of the second part to the said party of the first part under this agreement until the liabilities aforesaid shall be fully discharged or such notice withdrawn.

And it is expressly agreed by and between the parties hereto, that the said party of the second part, its successors or 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 any inspector or other officer, agent or appointee of the Department of Street Cleaning or of said party of the second 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 by said party of the first part or any other person or persons under this agreement.

IN WITNESS WHEREOF, the said party of the first part has set his hand to these presents, and the said Commissioner of Street Cleaning has also hereunto set his hand for and in behalf of the said party of the second part; and the said parties hereto have executed this agreement in triplicate, the day and year herein first above written; one part of which is to remain with the said Commissioner of Street Cleaning, 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 first part.

Signed and sealed in the presence of

..... [SEAL.]
..... [SEAL.]
..... [SEAL.]
..... [SEAL.]

KNOW ALL MEN BY THESE PRESENTS, That we

of the City of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of 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 Mayor, Aldermen and Commonalty, or to their certain Attorney, Successors or Assigns; for which payment, well and truly to be made, we and each of us do bind ourselves, and each of our Heirs, Executors and Administrators, jointly and severally firmly by these presents.

Sealed, with our seals. Dated this..... day of..... one thousand eight hundred and eighty-four.

WHEREAS, the above bounden

by an instrument in writing under hand and seal, bearing even date with these presents, has contracted with the said Mayor, Aldermen and Commonalty of the City of New York, by the Commissioner of Street Cleaning, for the cleaning of the streets, for the removal of snow and ice therefrom, and for the collection of ashes, garbage and street sweepings and the removal of the same, in the Second Street-Cleaning District of the City of New York.

Now, therefore, the condition of this obligation is such, that if the said

shall well and truly, and in a good, sufficient, and workmanlike manner, perform the work mentioned in the said contract, and do and perform all acts and fulfill all undertakings therein contained, and well and truly perform all the stipulations and agreements in said contract specified, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise to remain in full force and virtue.

Signed in presence of

.....
.....
.....

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss.:

I,..... of said city, being duly sworn, do depose and say, that I am a..... holder in the City of New York, and reside at Number..... street, in said city, and that I am worth the sum of Seventy-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.

Subscribed and sworn to this..... day of..... 1884, before me,

Notary Public.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss.:

I,..... of said city, being duly sworn, do depose and say, that I am a..... holder in the City of New York, and reside at Number..... street, in said city, and that I am worth the sum of Seventy-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.

Subscribed and sworn to this..... day of..... 188, before me,

Notary Public.

SCHEDULE "A."

The Second Street-Cleaning District of the City of New York, designated by the Commissioner of Street Cleaning, pursuant to law, consists of all that portion of the City of New York bounded as follows:

Bounded on the north by the southerly line of East Fourteenth street, from Broadway easterly to the East river; on the westerly side by the easterly line of Broadway, from East Fourteenth street to State street and by the Battery; on the southerly side by the southerly line of State street and by the Battery; and on the easterly side by the East river, from the Battery to East Fourteenth street.

SCHEDULE "B."

First Class.

Consisting of the following streets and parts of streets, shall be completely cleaned their entire length and width respectively, and the street dirt removed once within every twenty-four hours, and between the hours of 6.30 P. M. and 7 A. M., to wit:

- Ann street, from Park Row to Gold street.
Bowery, from Chatham to Sixth street.
Baxter street, from Chatham street to Broome street.
Bayard street, from Baxter street to Division street.
Beaver street, from Broadway to Pearl street.
Bridge street, from Broad street to State street.
Bleecker street, from Broadway to Bowery.
Broome street, from Broadway to Bowery.
Broad street, from South street to Wall street.
Chatham street, from Tryon Row to Bowery.
Centre Market place, from Grand street to Broome street.
Catharine street, from Division street to South street.
Chambers street, from Broadway to Chatham street.
Cherry street, from Franklin Square to James Slip.
Catharine Slip, from Cherry street to South street.
Canal street, from Broadway to East Broadway.
Cedar street, from Broadway to Pearl street.
Centre street, from Tryon Row to Broome street.
Duane street, from Rose street to Chambers street.
Essex street, from Division street to Grand street.
Essex Market place, from Ludlow street to Essex street.
Exchange place, from Broadway to Hanover street.
East Broadway, from Chatham street to Grand street.
Fulton street, from South street to Broadway.
Front street, from Whitehall street to South street.
Fourth avenue, from Sixth street to Fourteenth street.
Grand street, from Broadway to East river.
Hester street, from Orchard street to Norfolk street.
Hanover street, from Pearl street to Stone street.
James street, from Chatham street to Cherry street.
James Slip, from New Chambers street to East river.
Ludlow street, from Division street to Grand street.
Marion street, from Broome street to north of Prince street.
Mulberry street, from Chatham street to Bleecker street.
Mott street, from Chatham street to Bleecker street.
Moore street, from South street to Pearl street.
Maiden lane, from Broadway to South street.
Mail street, from Broadway to Park Row.
New Chambers street, from Chambers street to James Slip.
Nassau street, from Broad street to Frankfort street.
Old Slip, from Beaver street to South street.
Park Row, from Broadway to Tryon Row.
Printing House Square, from Spruce street to Frankfort street.
Pearl street, from State street to Broadway.
Pine street, from Broadway to South street.
Roosevelt street, from Chatham street to South street.
State street, from Bowling Green to Whitehall street.
Spruce street, from Park Row to Gold street.
South street, from Whitehall street to Corlears street.
Third avenue, from Bowery to Fourteenth street.
Tryon Row, from Park Row to Chatham street.
Wall street, from South street to Broadway.
Whitehall street, from Bowling Green to South street.

SCHEDULE "C."

Second Class.

Consisting of the following streets and parts of streets, shall be completely cleaned throughout their entire length and width, respectively, and the dirt removed three times a week, between the hours of 6.30 P. M. and 7 A. M., at uniform periods for each street, to wit:

- Avenues A, B, C, and D, from Houston street to Fourteenth street.
Allen street, from Division street to Houston street.
Astor place, from Broadway to Second avenue.
Broome street, from Bowery to East river.
Bond street, from Broadway to Bowery.
Beekman street, from Park Row to South street.
Burling Slip, from Pearl street to South street.
Crosby street, from Howard street to Bleecker street.
Coenties slip, from Pearl street to South street.
Clinton street, from Division street to Houston street.
Cliff street, from John street to Frankfort street.
Chrystie street, from Division street to Houston street.
Columbia street, from Grand street to Houston street.
Cherry street, from James Slip to East street.
City Hall place, from Chambers street to Pearl street.
Doyer street, from Pell street to Chatham Square.
Dutch street, from John street to Fulton street.
Division street, from Catharine street to Grand street.
Dover street, from Cherry street to South street.
Duane street, from Chatham street to Broadway.
Elm street, from Reade street to Spring street.
Elizabeth street, from Bayard street to Bleecker street.
Essex street, from Grand street to Houston street.

- Fourth street, from Bowery to Broadway.
- First avenue, from Houston street to Fourteenth street.
- Franklin street, from Broadway to Baxter street.
- Ferry street, from Gold street to Pearl street.
- Frankfort street, from Nassau street to Pearl street.
- Gold street, from Frankfort street to Maiden lane.
- Great Jones street, from Broadway to Bowery.
- Hester street, from Centre street to Orchard street.
- Houston street, from Broadway to East river.
- Hanover street, from Wall street to Pearl street.
- Hamilton street, from Catharine street to Monroe street.
- Howard street, from Broadway to Centre street.
- Henry street, from Oliver street to Grand street.
- Hague street, from Pearl street to Cliff street.
- John street, from Broadway to Pearl street.
- Jersey street, from Crosby street to Mulberry street.
- Liberty street, from Broadway to Maiden lane.
- Leonard street, from Broadway to Baxter street.
- Lafayette place, from Great Jones street to Astor place.
- Marketfield street, from Whitehall street to Broad street.
- Madison street, from Pearl street to Grand street.
- Market street, from Division street to South street.
- New street, from Wall street to Beaver street.
- New Bowery, from Pearl street to Oliver street.
- North William street, from William street to Chatham street.
- Orchard street, from Division street to Houston street.
- Pell street, from Mott street to Bowery.
- Pitt street, from Division street to Houston street.
- Peck slip, from Pearl street to South street.
- Prince street, from Broadway to Bowery.
- Platt street, from Pearl street to William street.
- Reade street, from Duane street to Broadway.
- Rutgers street, from Canal street to South street.
- Seventh street, from Fourth avenue to East river.
- Second avenue, from Houston street to Fourteenth street.
- Second street, from Bowery to Houston street.
- Stanton street, from Bowery to East river.
- Spring street, from Broadway to Bowery.
- Stone street, from Whitehall street to Hanover square.
- South William street, from William street to Broad street.
- Tenth street, from Broadway to East river.
- Theatre alley, from Ann street to Beekman street.
- Water street, from Whitehall street to Fulton street.
- Worth street, from Broadway to Chatham street.
- White street, from Broadway to Baxter street.
- Walker street, from Broadway to Canal street.
- William street, from South William street to Pearl street.

SCHEDULE "D."

Third Class.

Consisting of the following streets and parts of streets, which shall be completely cleaned throughout their entire length and width respectively, and the dirt removed twice in each week, between the hours of 6.30 P. M. and 7.00 A. M., at uniform periods for each street, to wit:

- Attorney street, from Division street to Houston street.
- Birmingham street, from Henry street to Madison street.
- Benson street, from Leonard street to North street.
- Bond street and alley, from Bleecker street to Great Jones street.
- Batavia street, from Roosevelt street to James street.
- Coenties alley, from Pearl street to Stone street.
- Cuyler's alley, from Water street to South street.
- Cannon street, from Grand street to Houston street.
- Corlears street, from Grand street to South street.
- Catharine lane, from Broadway to Elm street.
- Cortlandt alley, from Canal street to Franklin street.
- Chestnut street, from Oak street to Madison street.
- Depeyster street, from Water street to South street.
- Delancey street, from Bowery to East street.
- Dry Dock street, from Tenth street to Twelfth street.
- East street, from Water street to Rivington street.
- Eighth street, from Broadway to East river.
- Eleventh street, from Fourth avenue to East river.
- Eldridge street, from Division street to Houston street.
- Extra place, from First street to North street.
- Fletcher street, from Pearl street to South street.
- First street, from Bowery to Houston street.
- Fourth street, from Bowery to East river.
- Fifth street, from Bowery to East river.
- Front street, from Montgomery street to Corlears street.
- Forsyth street, from Division street to Houston street.
- Gouverneur Slip, from Water street to South street.
- Goerck street, from Grand street to Third street.
- Gouverneur street, from Division street to South street.
- Hester street, from Norfolk street to Division street.
- Jones' lane, from Front street to South street.
- Jackson street, from Grand street to South street.
- Jefferson street, from Division street to South street.
- Jacob street, from Ferry street to Frankfort street.
- Liberty place, from Liberty street to Maiden lane.
- Lewis street, from Grand street to Eighth street.
- Ludlow street, from Grand street to Houston street.
- Mangin street, from Grand street to Houston street.
- Manhattan place, from Elm street to Reade street.
- Monroe street, from Catharine street to Grand street.
- Mechanics' alley, from Monroe street to Cherry street.
- Montgomery street, from Division street to South street.
- Manhattan street, from Houston street to Third street.
- Ninth street, from Broadway to East river.
- Norfolk street, from Division street to Houston street.
- Oliver street, from New Bowery to South street.
- Oak street, from Pearl street to Catharine street.
- Park street, from Centre street to Mott street.
- Pike street, from Division street to South street.
- Pelham street, from Monroe street to Cherry street.
- Ridge street, from Division street to Houston street.
- Rachel's lane, from Goerck street to Mangin street.
- Rose street, from Frankfort street to Pearl street.
- Rivington street, from Bowery to East river.
- Ryder's alley, from Fulton street to Gold street.
- Sheriff street, from Grand street to Houston street.
- Sixth street, from Bowery to East river.
- Scammel street, from Division street to Water street.
- Suffolk street, from Division street to Houston street.
- Tompkins street, from Grand street to Stanton street.
- Third street, from Bowery to East river.
- Twelfth street, from Broadway to East river.
- Thirteenth street, from Broadway to East river.
- Vandewater street, from Frankfort street to Pearl street.
- Willett street, from Grand street to Houston street.
- Water street, from Fulton street to East street.

And all other streets, or parts of streets, in the Second Street-Cleaning District not enumerated in any of the schedules.

Certificate.

In pursuance of authority conferred by section 6 of chapter 367, Laws of 1881, entitled: "AN ACT to create a Department of Street Cleaning in the City of New York, and to provide for the cleaning of the streets of said city, for the removal of snow and ice therefrom, and for the collection of ashes, garbage and street sweepings, and the disposal of the same," passed May 26, 1881, the Board of Estimate and Apportionment has this day approved the terms and conditions of the foregoing special contract for the cleaning of the streets, for the removal of snow and ice there-

from, and for the collection of ashes, garbage and street sweepings, and the removal of the same in the Second Street-Cleaning District of the City of New York.

Dated NEW YORK, 1884.

- Mayor ;
- Comptroller ;
- President of the Board of Aldermen ;
- President of the Department of Taxes and Assessments.

No.....

Contract for

The Cleaning of the Streets, for the removal of Snow and Ice therefrom, and for the collection of Ashes, Garbage and Street Sweepings, and the removal of the same in Second Street-Cleaning District of the City of New York.

Dated.....188
 Approved as to form.
 Examined and found correct.
 Entered in the Comptroller's office.....188

Contractor.
 Counsel to the Corporation.
 First Assistant Bookkeeper.

(NOTICE.—The attention of Bidders is particularly called to the fact that unless an Estimate is made in strict conformity with the directions given in the proposal therefor and herein provided for, the law requires it to be considered as informal, and it must be rejected.)

To the Commissioner of Street Cleaning of the City of New York:

Estimate for the Cleaning of the Streets, for the removal of Snow and Ice therefrom, and for the collection of Ashes, Garbage and Street Sweepings and the removal of the same, in the Second Street-Cleaning District of the City of New York.

Made this.....day of....., 1884. By..... Residing.....

-do hereby declare that.....the only person.....interested in this estimate; and that no other person.....than the person... herein named ha... any interest in this estimate, or in the contract proposed to be taken.
-further declare that this estimate is made without any connection with any other person or persons making an estimate for the same purpose, and that it is in all respects fair and without collusion or fraud.
-further declare that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation of the City of New York is directly or indirectly interested in this estimate, or in the supplies or works to which it relates, or in any portion of the profits thereof.
-further declare that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders or freeholders in the City of New York.
-have carefully examined the specifications and approved form of agreement, and will contract in conformity with said specifications and the approved form of agreement, and will furnish all the materials and labor necessary or proper for the purpose, and clean the streets, remove the ice and snow therefrom, collect the ashes, garbage and street sweepings, and remove the same in the Second Street-Cleaning District of the City of New York for a period of two years from the day of....., 1884, to the day of....., 1886, inclusive, for the sum or price of.....dollars per annum.

Residence.

This affidavit must be made by the person or persons bidding for the contract, and if bid is made in the name of a firm, affidavit must be made by each member thereof.

CITY AND COUNTY OF NEW YORK, ss.:

being duly sworn, say that the several matters stated in the foregoing estimate are in all respects true.

Sworn and subscribed to this day of....., A. D. 1884, before me,

Sureties' Agreement.

This consent must be signed by two sureties, and their place of business or residence stated.

In consideration of the premises, and of One Dollar to us and each of us in hand paid by the Mayor, Aldermen and Commonalty of the City of New York, the receipt whereof is hereby acknowledged,

We, the undersigned, consent and agree, that if the contract for which the preceding proposal is made be awarded to the person or persons making the same, we will become bound as sureties for its faithful performance; and if the said person or persons shall omit or refuse to execute such contract, if so awarded, we will pay, without proof of notice or demand, to the said Mayor, Aldermen and Commonalty, any difference between the sum to which such person or persons would have been entitled upon the completion of such contract and the sum which the Corporation may be obliged to pay to the person to whom the contract shall subsequently be awarded.

* In witness whereof, we have hereunto set our hands, this.....day of....., one thousand eight hundred and eighty-four.

Residence,.....
 Residence,.....

I approve of the adequacy and sufficiency of the above-named sureties.
 Dated this.....day of.....1884.
 Comptroller.

These affidavits must be signed and sworn to by the proposed bondsmen respectively.

CITY AND COUNTY OF NEW YORK, ss.:

The above named.....being sworn, says that he is a holder in the City of New York, and is worth the sum of Seventy-five Thousand Dollars over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Sworn and subscribed to before me, this day of.....A. D. 1884.
 Notary Public.

CITY AND COUNTY OF NEW YORK, ss.:

The above named.....being sworn, says that he is a holder in the City of New York, and is worth the sum of Seventy-five Thousand Dollars over and above all his debts of every nature, and over and above his liabilities as bail, surety, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Sworn and subscribed to before me, this day of.....A. D. 1884.
 Notary Public.

Estimate of

For cleaning the streets, etc., in the Second Street-Cleaning District in the City of New York, for a period of two years, from.....day of.....1884, to.....day of.....1886, inclusive.

* Fill in date † Fill in name.

Whereupon the Comptroller offered the following resolution : Resolved, That the forms of proposed contracts for cleaning the streets of the city, south of Fourteenth street, for the next ensuing two years, as submitted by the Commissioner of Street Cleaning be and hereby is approved by this Board.

Which was adopted by the following vote : Affirmative—The Mayor, Comptroller, President of the Board of Aldermen, and President of the Department of Taxes and Assessments—4.

The Comptroller presented the following : HEALTH DEPARTMENT, No. 301 MOTT STREET, NEW YORK, February 5, 1884. S. HASTINGS GRANT, Esq., Comptroller, etc. : SIR—At a meeting of this Board held this day, the following preamble and resolution were adopted :

“Whereas, Doubt has arisen respecting the consolidation of the Sanitary Bureau and the Bureau of Records ; therefore Resolved, That the Bureau of Records be consolidated with the Sanitary Bureau, and the Board of Estimate and Apportionment is hereby respectfully requested to consent and ratify such consolidation.”

A true copy. EMMONS CLARK, Secretary. Which was received and referred to the Comptroller. The Comptroller presented the following :

HEALTH DEPARTMENT, No. 301 MOTT STREET, NEW YORK, January 30, 1884. S. HASTINGS GRANT, Esq., Comptroller : SIR—At a meeting of this Board, held on the 29th instant, it was Resolved, That the Board of Estimate and Apportionment be and is hereby respectfully requested to transfer the appropriation entitled ‘For Building and Furnishing a Steamboat, 1883,’ amounting to \$30,000, which was not used, to an appropriation entitled ‘For Building and Furnishing a Steamboat, 1884,’ which is required for the purpose and object thereof.”

A true copy. EMMONS CLARK, Secretary. Which was received and referred to the Comptroller. The Comptroller presented the following :

HEALTH DEPARTMENT, No. 301 MOTT STREET, NEW YORK, January 30, 1884. S. HASTINGS GRANT, Esq., Comptroller : SIR—At a meeting of this Board held on the 29th instant, it was Resolved, That the Board of Estimate and Apportionment be and is hereby respectfully requested to transfer the appropriation entitled ‘For Erection of Hospital Buildings on North Brothers’ Island—Furniture for Hospitals, 1883,’ amounting to \$3,000, which was not used, to the appropriation ‘Hospital Fund—For the Erection of Hospital Buildings at North Brothers’ Island, 1884,’ which is insufficient.”

A true copy. EMMONS CLARK, Secretary. Which was received and referred to the Comptroller. The Comptroller presented the following :

CITY OF NEW YORK—DEPARTMENT OF PUBLIC PARKS, 36 UNION SQUARE, January 31, 1884. S. HASTINGS GRANT, Esq., Comptroller : SIR—At a meeting of the Board governing this Department, held this day, I was directed to transmit a copy of the statement of the moneys that will be required to complete the Madison Avenue Bridge, and as well as a resolution calling for the sum of \$100,000 to be used on account of the payment of such work.

Yours, respectfully, E. P. BARKER, Secretary D. P. P. Resolved, That the sum of one hundred thousand dollars is necessary for the construction of a bridge over the Harlem river at Madison avenue, and that the Board of Commissioners of the Department of Public Parks certify, and it hereby does certify, that said sum of one hundred thousand dollars is necessary for such improvement ; and be it further Resolved, That the Comptroller be and he hereby is respectfully required to issue bonds to the amount of one hundred thousand dollars for the construction of a bridge over the Harlem river at Madison avenue, pursuant to the provisions of chapter 534 of the Laws of 1871, and chapter 329 of the Laws of 1874.

Table with financial entries: Amount of contract with Keystone Bridge Company \$159,389 40; Paid on account 65,958 26; Engineer's commissions \$93,431 14; Masonry: To pay thirty per cent. heretofore retained 39,701 63; To complete filling 5,500 00; To complete masonry 16,600 00; Plate Girder at One Hundred and Thirty-eighth street: Contract 10,025 25; Ornamental lamps on bridge and approaches \$169,332 23; Total \$171,332 23.

Which was received and referred to the Comptroller. The Comptroller presented the following petitions of Peter Seery and Jas. J. Byrnes, requesting Board of Estimate and Apportionment to appropriate an amount sufficient to pay judgments recovered against them by persons illegally removed by Fire Commissioners :

To the Board of Estimate and Apportionment of the City of New York : The petition of John J. Byrnes respectfully shows : That on the 17th day of November, 1883, Albert P. Fuller recovered a judgment against your petitioner, then and now a clerk in the Fire Department of the City of New York, known as a ‘Regular Clerk,’ in the Supreme Court, City and County of New York, for the sum of seven hundred and ninety-eight dollars and seventy-six cents damages, and eighteen dollars and fifty-two cents costs, amounting in the aggregate to the sum of eight hundred and seventeen dollars and eighteen cents, which was entered in the office of the Clerk of said Court.

That said judgment was recovered upon the following facts : On the 29th day of September, 1877, a majority of the Board of Fire Commissioners removed Albert P. Fuller from his office of Regular Clerk for an alleged cause. By a decision of the Supreme Court, Albert P. Fuller was restored to his office as having been illegally removed without cause, which decision was affirmed by the Court of Appeals. Your petitioner had been appointed by the Board of Fire Commissioners a Regular Clerk in the place of said Albert P. Fuller, and served the City in that capacity from the date of his appointment, October 1, 1877, to the date of the decision of the Court of Appeals, restoring the said Albert P. Fuller to his office of Clerk in said Fire Department. During such period your petitioner received as such Clerk, as salary, the sum so recovered by judgment of him by said Albert P. Fuller, less the interest and costs. That for the recovery of the last-mentioned sum, an action was commenced against your petitioner by Albert P. Fuller, with the result as above stated. That the said judgment so recovered by the said Albert P. Fuller against your petitioner, was the sum received by your petitioner for his salary while performing the duties of Clerk during the period the title to the office was being litigated in the courts. Your petitioner therefore respectfully prays your Honorable Board, that you will adjust and make the necessary appropriation for the payment to your petitioner the amount of said judgment, and will also adjust and appropriate the necessary sum and direct the payment of the same. And your petitioner will ever pray. Dated, New York, January 23, 1884.

Sworn to before me, this 30th day of January, 1884. WM. H. GOULDSBURY, Commissioner of Deeds, N. Y. City and Co. R. D. HATCH, Atty. for Petitioner, Temple Court, New York. JOHN J. BYRNES.

To the Board of Estimate and Apportionment of the City of New York :

The petition of Peter Seery respectfully shows : That on the 17th day of November, 1883, William Terhune recovered a judgment against your petitioner, then and now the head of a bureau in the Fire Department of the City of New York, known as ‘Inspector of Combustibles,’ in the Supreme Court, City and County of New York, for the sum of one thousand three hundred and eighteen dollars and five cents damages, and eighteen dollars and forty-two cents costs, amounting in the aggregate to the sum of one thousand three hundred and thirty-six dollars and forty-seven cents, which was entered in the office of the Clerk of said Court.

That said judgment was recovered upon the following facts : On the thirty-first day of August, 1877, a majority of the Board of Fire Commissioners removed William Terhune from his office of ‘Inspector of Combustibles’ for an alleged cause. By a decision of the Supreme Court, William Terhune was restored to his office as having been illegally removed without cause, which decision was affirmed by the Court of Appeals. Your petitioner had been appointed by the Board of Fire Commissioners ‘Inspector of Combustibles’ in the place of said Terhune, and served the city in that capacity from the date of his appointment, September 1, 1877, to the date of the decision of the Court of Appeals, restoring the said William Terhune to his office of ‘Inspector of Combustibles’ in said Fire Department.

During such period your petitioner received as such ‘Inspector of Combustibles’ as salary the sum so recovered by judgment of him by said William Terhune, less the interest and costs. That for the recovery of the last mentioned sum, an action was commenced against your petitioner by William Terhune, with the result as above stated. That the judgment so recovered by the said William Terhune against your petitioner was the sum received by your petitioner for his salary while he was performing the duties of ‘Inspector of Combustibles’ during the period the title to the office was being litigated in the courts. Your petitioner, therefore, respectfully prays your Honorable Board that you will adjust and make the necessary appropriation for the payment to your petitioner the amount of said judgment ; and will also adjust and appropriate the necessary sum, and direct the payment of the same. And your petitioner will ever pray. Dated, New York, January 23, 1884.

PETER SEERY, Inspector of Combustibles. Sworn to before me this 30th day of January, 1884. WM. H. GOULDSBURY, Commissioner of Deeds, N. Y. City and Co. R. D. HATCH, Attorney for Petitioner, Temple Court, New York. Which were received and referred to the Comptroller.

The Chairman presented the following : AQUEDUCT COMMISSIONERS’ OFFICE, ROOM 78, TRIBUNE BUILDING, NEW YORK, January 30, 1884.

Hon. FRANKLIN EDSON, Mayor, and Chairman of the Board of Estimate and Apportionment of the City of New York :

DEAR SIR—At a meeting of the Aqueduct Commissioners, held January 23, 1883, ‘Henry M. Patterson was appointed Chief Clerk of the Engineer’s Department of the Commission, at a salary of eighteen hundred dollars per annum, subject to an approval of the Board of Estimate and Apportionment of the City of New York,’ and I am directed to request you to submit said appointment to said Board for its approval, pursuant to section 41, chapter 490, Laws of 1883. I am, very respectfully, JAMES W. McCULLOH, Secretary. Which was received and referred to the Comptroller. On motion, the Board adjourned. THOS. B. ASTEN, Secretary.

ASSESSMENT COMMISSION.

No. 27 CHAMBERS STREET, TUESDAY, February 5, 1884—2 o’clock P. M. }

The Commission created by chapter 550 of the Laws of 1880, to revise, vacate, or modify assessments for local improvements in the City of New York, met pursuant to adjournment.

Present—Commissioners Daniel Lord, Jr. (Chairman), and John Kelly. The Clerk presented copies of the CITY RECORD and ‘Daily Register’ of February 4 and 5, 1884, showing the publication of notices of the meeting. The minutes of the meeting held January 29, 1884, were read and approved. The Clerk reported that he had filed in the Finance Department, on January 30, 1884, certificates of award in favor of the persons named, and for the amounts specified in resolution adopted on January 29, 1884. The Clerk reported that he had filed in the Finance Department, on January 30, 1884, certificates reducing assessments in the cases specified in the resolution adopted January 29, 1884.

Calendar.

No. 1129. Matter of William A. Cauldwell, assessment for Ninth avenue regulating, grading, etc., between Eighty-sixth and One Hundred and Tenth streets ; confirmed June 1, 1876. No. 1130. Matter of Ann Marshall, assessment for Ninth avenue regulating, grading, etc., between Eighty-sixth and one Hundred and Tenth streets ; confirmed June 1, 1876. The Commissioners reopened these cases for the purpose of hearing the testimony of William H. Jasper, as to the manner in which the Board of Assessors distributed the assessment for this improvement on the property benefited. On motion of H. A. Shipman, Esq., attorney for the petitioners, the Counsel representing the City consenting, the testimony taken in the Matter of Jackson, as to the same assessment, was made applicable to these cases, and the further hearing was adjourned. No. 1688. Matter of William H. Jackson, assessment for Ninth avenue regulating, grading, etc., between Eighty-sixth and One Hundred and Tenth streets ; confirmed June 1, 1876. On motion of John C. Shaw, Esq., attorney for the petitioner, the Counsel representing the City consenting, the testimony taken in the Matters of Cauldwell and Marshall, as to the same assessment, was made applicable to this case, and the further hearing was adjourned.

Decisions.

Commissioner Kelly presented the following resolution, viz. : Resolved, That decisions made by the Commissioners on November 14, 1882, November 27 and December 4, 1883, reducing certain assessments for local improvements in the City of New York be made the decisions of the Commissioners in the following similar cases, proof of title having been furnished, viz. :

Table of assessment decisions: Assessment for Boulevard Regulating, Grading, etc., between Fifty-ninth and One Hundred and Fifty-fifth Streets ; confirmed December 29, 1876. No. 4269. William B. Dixon... reduced from \$57 00 to \$37 05. Assessment for Fifth Avenue Regulating, Grading, etc., between Ninetieth and One Hundred and Twentieth Streets ; confirmed December 28, 1876. No. 3244. Julia A. Clark... reduced from \$100 00 to \$61 00. “ 3763. Louis Leypoldt... “ 260 10 to 158 66. Assessment for Eighth Avenue Regulating, Grading, etc., between Fifty-ninth and One Hundred and Twenty-second Streets ; confirmed June 16, 1876. No. 1650. Charles G. Landon... reduced from \$263 25 to \$215 89. “ 1651. Augustus Blumenthal... “ 337 50 to 276 78. “ 1650. Mary E. Howe... “ 529 74 to 434 39. “ 1663. Jane R. Stockwell... “ 772 30 to 633 29. “ 1664. Sarah E. Cornish, executrix, etc... “ 1,049 00 to 860 18. “ 1665. Julia H. Stockwell... “ 1,059 48 to 868 78. “ 1666. Theodore A. Havemeyer... “ 2,885 10 to 2,365 77. “ 2110. Alfred Wagstaff, executor, etc... “ 225 00 to 184 52. “ 2112. William A. Cauldwell... “ 526 24 to 431 52. “ 3472. Samuel Shafer et al... “ 112 50 to 92 26. “ 4274. A. B. Crane, executor, etc... “ 2,285 33 to 1,873 97. “ 4278. Catharine A. Anthony et al... “ 675 00 to 553 56.

Which was adopted by the following vote, viz. : Affirmative—Commissioners Lord and Kelly—2.

Resolution.

Commissioner Kelly presented the following resolution, viz.: Resolved, That the Commission lease for its use the front room on the second story of the building No. 27 Chambers street, from the first day of February, 1884, to the thirty-first day of January, 1885, at a rental of twelve hundred dollars for the term; and that the Chairman, Commissioner Lord, be authorized to execute the lease on behalf of the Commission. Which was adopted by the following vote, viz.: Affirmative—Commissioners Lord and Kelly—2.

Bill.

The following bill, presented by the Clerk, was, on motion of Commissioner Lord, approved, and ordered to be transmitted to the Finance Department for payment, viz.: Maverick and Wissinger, \$40.31, for printing and stationery.

Motions.

On motion of Commissioner Lord, the seventh rule, relating to meetings of the Commission, was suspended, and, on his motion, it was Resolved, That when the Commission adjourns, it do so to meet on Friday, February 8, 1884, at 2 o'clock P. M. On motion of Commissioner Kelly, the Commission then adjourned. JAMES J. MARTIN, Clerk.

DEPARTMENT OF STREET CLEANING.

DEPARTMENT OF STREET CLEANING—CITY OF NEW YORK, } NOS. 31 AND 32 PARK ROW, } NEW YORK, January 28, 1884.

In accordance with the provisions of section 51, chapter 410 of the Laws of 1882, the Commissioner of Street Cleaning makes the following report of the transactions of the Department of Street Cleaning for the week ending January 26, 1884:

Table with 2 columns: Description and Amount. Includes 'Number of loads of snow removed', 'Permits issued', and 'Total'.

Pay-rolls

—audited and transmitted to the Finance Department, as per Schedule No. 147, for laborers and cartmen, for cleaning streets and the removing of snow and ice for two weeks ending January 15, 1884, chargeable to the separate appropriations as below mentioned, of the appropriation for "Cleaning Streets—Department of Street Cleaning," for the year 1884:

Table with 2 columns: Description and Amount. Includes 'Cleaning streets' and 'Removal of snow and ice'.

Public Moneys Received and Deposited in the City Treasury.

Table with 2 columns: Description and Amount. Includes 'For trimming scows, etc.'.

Bills

—audited and transmitted to the Finance Department, for payment, as per Schedule, chargeable to the appropriation for "Cleaning Streets—Department of Street Cleaning," for the year 1883:

Table with 2 columns: Description and Amount. Includes 'Sullivan, J. W., repairs', 'American District Telegraph Co., services', etc.

Bills

—audited and transmitted to the Finance Department, as per Schedule No. 149, chargeable to the appropriation for the removal of snow and ice for the Department of Street Cleaning for the year 1884:

Table with 2 columns: Description and Amount. Includes 'Chicerelli & Tuomey, labor', 'John Nesbitt's Sons, use of trucks', etc.

J. S. COLEMAN, Commissioner of Street Cleaning.

DEPARTMENT OF STREET CLEANING—CITY OF NEW YORK, } NOS. 31 AND 32 PARK ROW, } NEW YORK, February 5, 1884.

In accordance with the provisions of section 51, chapter 410 of the Laws of 1882, the Commissioner of Street Cleaning makes the following report of the transactions of the Department of Street Cleaning for the week ending February 2, 1884:

Table with 2 columns: Description and Amount. Includes 'Number of loads of snow removed', 'Permits'.

Public Moneys Received and Deposited in the City Treasury.

Table with 2 columns: Description and Amount. Includes 'For trimming scows, etc.'.

Pay-rolls

—audited and transmitted to the Finance Department, chargeable to the appropriation for "Cleaning Streets—Department of Street Cleaning," for the year 1884:

Table with 2 columns: Description and Amount. Includes 'Commissioner, deputy, etc.', 'Foremen, inspectors, etc.'.

Bills

—audited and transmitted to the Finance Department, chargeable to the appropriation for "Cleaning Streets—Department of Street Cleaning," for the year 1883, as per Schedule No. 154:

Table with 2 columns: Description and Amount. Includes 'Chicerelli & Tuomey, unloading scows', 'Slater & Reid, repairs'.

Permits issued..... 4

Bills

—audited and transmitted to the Finance Department, chargeable to the appropriation for "Cleaning Streets—Department of Street Cleaning," for the year 1884:

Table with 2 columns: Description and Amount. Includes 'Borne, Scrymser & Co., unloading scows', 'Carey, E. L., coal', etc.

J. S. COLEMAN, Commissioner of Street Cleaning.

APPROVED PAPERS

Resolved, That Charles W. McCusker be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Nicholas Diehl, who has failed to qualify. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Charles S. Hayes be and he is hereby appointed a Commissioner of Deeds in and for the City of New York, in place of Charles S. Hayes, whose term of office expires January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That David S. White be and he is hereby reappointed a Commissioner of Deeds in and for the City and County of New York, in place of David S. White, whose term of office expired January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Philip N. Gaulon, whose term of office has expired on the 27th of January, 1884, be and is hereby appointed Commissioner of Deeds. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Joseph Ullman be and he hereby is reappointed a Commissioner of Deeds, in place of Joseph Ullman, whose term has expired on the 14th day of January, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That George A. Moore be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of George A. Moore, whose term of office expired January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Frank Schaeffler be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Frank Schaeffler, whose term of office expired January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Cornelius J. Kane be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Cornelius J. Kane, whose term of office expired January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Henry C. Freeman be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Henry C. Freeman, whose term of office expired on the 18th instant. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Eugene S. Ives be and he is hereby reappointed a Commissioner of Deeds in and for the City and County of New York, whose term of office expired January 12, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Archibald M. Maclay be and he is hereby reappointed a Commissioner of Deeds in and for the City and County of New York, whose term of office expires February 3, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Thomas F. Penny be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Thomas F. Penny, whose term of office expired December 29, 1883. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That Frederick W. Brodsky be and he is hereby appointed a Commissioner of Deeds in and for the City and County of New York, in place of Frederick W. Brodsky, whose term of office expired January 30, 1884. Adopted by the Board of Aldermen, January 31, 1884.

Resolved, That John Gorman be and he is hereby reappointed a Commissioner of Deeds in and for the City and County of New York, in place of John Gorman, whose term of office has expired. Adopted by the Board of Aldermen, January 31, 1884.

BUREAU OF VITAL STATISTICS.

REPORTED MORTALITY* for the week ending January 26, 1884, together with the ACTUAL MORTALITY for the week ending January 19, 1884.

W. DE F. DAY, M. D., Sanitary Superintendent and Register :

SIR—There were 592 deaths reported to have occurred in this city during the week ending Saturday, January 26, 1884, which is an increase of 32, as compared with the number reported the preceding week, and 44 less than were reported during the corresponding week of the year 1883. The actual mortality for the week ending January 19, 1884, was 592, which is 50.6 below the average for the corresponding week for the past five years, and represents an annual death-rate of 22.98 per 1,000 persons living, the population estimated at 1,339,363.

Table showing the Reported Mortality for the week ending January 26, 1884, and the Actual Number of Deaths each day, from the Principal Causes, with the Ages of Decedents, for the week ending January 19, 1884.

Main table with columns for METEOROLOGY, CAUSES OF DEATH, AGE BY YEARS, and SEX. Includes sub-tables for 'ACTUAL NUMBER OF DEATHS EACH DAY DURING THE WEEK ENDING SATURDAY, JAN. 19, 1884' and 'Total Actual Mortality during the week ending January 19, 1884'.

* Refers to the number of death certificates received.

DEATHS FROM ZYMOTIC DISEASES. NEW YORK.—DEATHS FROM SMALL-POX, MEASLES, SCARLATINA, DIPHThERIA, CROUP, WHOOPING COUGH, TYPHOID FEVER, TYPHUS FEVER, MALARIAL FEVERS, PUERPERAL FEVER, DIARRHOEAL MALADIES, CEREBRO-SPINAL FEVER, AND OTHER ZYMOTIC DISEASES. Actual Mortality during the Week ending Jan. 19, 1884. Includes columns for WARDS, AREA IN ACRES, and REMARKS.

Very respectfully submitted,

JOHN T. NAGLE, M. D., Deputy Register of Records.

DEPARTMENT OF DOCKS.

DEPARTMENT OF DOCKS, 117 AND 119 DUANE STREET.

TO CONTRACTORS.

(No. 202.)

PROPOSALS FOR ESTIMATES FOR PREPARING FOR AND BUILDING A CRIB-WORK BULKHEAD AT THE FOOT OF SEVENTY-THIRD STREET, EAST RIVER.

ESTIMATES FOR PREPARING FOR AND BUILDING A CRIB-WORK BULKHEAD AT THE FOOT OF SEVENTY-THIRD STREET, EAST RIVER, including the proper grading of its approach, will be received by the Board of Commissioners at the head of the Department of Docks, at the office of said Department, Nos. 117 and 119 Duane street, in the City of New York, until 12 o'clock m. of

MONDAY, FEBRUARY 11, 1884,

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

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

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

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

Table with 2 columns: Description of work (e.g., Yellow Pine Timber, Oak Fender Piles) and Feet B.M. measured in the work.

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

Table with 2 columns: Description of work (e.g., Piles—Yellow Pine, Oak Fender Piles, Wrought Iron Dock Spikes) and quantity/measurements.

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

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

oath, in writing, of the party making the estimate, that the several matters stated therein are in all respects true. Where more than one person is interested, it is requisite that the verification be made and subscribed to by all the parties interested.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders 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 estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if said person or persons shall omit or refuse to execute the contract, they will pay to the Corporation of the City of New York any difference between the sum to which said person or persons would be entitled on its completion, and that which said Corporation may be obliged to pay to the person 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 to be done by which the bids are tested.

No estimate will be received or considered unless accompanied by either a certified check upon one of the national banks of the City of New York, drawn to the order of the Comptroller, or money, to the amount of five per centum of the amount of security required for the faithful performance of the contract. Such check or money must not be enclosed in the sealed envelope containing the estimate, but must be handed to the officer or clerk of the Department who has charge of the Estimate-box, and no estimate can be deposited in said box until such check or money has been examined by said officer or clerk and found to be correct.

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

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

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

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

LUCIUS J. N. STARK, WILLIAM LAIMBEER, JOHN R. VOORHIS, Commissioners of the Department of Docks.

Dated New York, January 28, 1884.

PUBLIC NOTICE.

DEPARTMENT OF DOCKS, NOS. 117 AND 119 DUANE STREET.

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

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

The several districts so made and created, and the Dock Masters assigned thereto, are as follows, to wit: District No. 1.—Embracing all that portion of the East river, extending from Castle Garden, on the Battery, to and including Pier 21, East River.

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

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

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

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

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

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

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

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

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

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

convenient berths, so far as practicable, within the limits of his district, for the use of such vessel and water craft as may require the same for the reception or discharge of passengers, merchandise, etc., therefrom or for the necessary repair or the safety of any vessel or water craft.

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

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

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

By order of the Board, LUCIUS J. N. STARK, WILLIAM LAIMBEER, JOHN R. VOORHIS, Commissioners of the Department of Docks.

JOHN T. CUMING, Secretary. New York, December 1, 1883.

FIRE DEPARTMENT.

HEADQUARTERS FIRE DEPARTMENT, CITY OF NEW YORK, 155 AND 157 MERCER STREET, NEW YORK, JANUARY 31, 1884.

TO CONTRACTORS.

SEALED PROPOSALS FOR FURNISHING THIS DEPARTMENT WITH ONE THOUSAND FEET OF HOSE

will be received by the Board of Commissioners at the head of the Fire Department, at the office of said Department, Nos. 155 and 157 Mercer street, in the City of New York, until 10 o'clock A. M., Wednesday, February 13, 1884, at which time and place they will be publicly opened by the head of said Department and read.

The hose is to be seamless Baker fabric multiple cotton rubber-lined; made of best Gulf cotton and best Para rubber; to be five (5) ply, of three and one-half (3 1/2) inches internal diameter; in lengths of fifty (50) feet each, with couplings attached. Each and every length of the hose with the couplings attached, is to be capable of resisting a pressure test of three hundred (300) pounds to the square inch without twisting or turning more than one revolution, or elongating more than forty (40) inches, or increasing in exterior diameter more than three-eighths (3/8) of an inch at any point, and is to weigh not more than thirty-seven (37) pounds including the couplings.

The contractor will be required to give a guarantee that the hose with couplings attached which shall be delivered, and each and every length, part and parcel thereof, shall and will, well and sufficiently bear and stand for and during the full end and term of three (3) years from the time the same shall be put in use, a pressure test of three hundred (300) pounds to the square inch, and the wear and tear of use by the Fire Department, its officers, agents, and servants; it being agreed that such wear and tear shall be understood to include all damage to the hose or couplings caused by being run over by vehicles or stepped upon by horses, and all other damage, except that which may be caused by fire or acids. And should any part, parcel, or length of hose or couplings which shall be delivered fail to well and sufficiently bear and stand for and during the full end and term of three years from the time the same shall be put in use, a pressure test of three hundred (300) pounds to the square inch, and such wear and tear of use by the Fire Department, its officers, agents, and servants, then, and in every such case the same shall be either replaced, length for length with hose, and piece for piece with couplings, or repaired by the contractor, at the option of, and upon the demand in writing and without expense to said Fire Department.

All of the hose is to be delivered at the Repair Shops of the Fire Department, Nos. 130 and 132 West Third street, on or before the sixtieth day after the execution of the contract.

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, by a clause in the contract, fixed and liquidated at twenty-five (\$25) per day.

No estimate will be received or considered after the hour named.

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

Any person making an estimate for the work shall present 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 Fire Department reserves the right to decline any and all bids or estimates if deemed to be for the public interest. 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.

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

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

law. The adequacy and sufficiency of the security offered is to be approved by the Comptroller of the City of New York before the award is made and prior to the signing of the contract.

No estimate will be considered unless accompanied by either a certified check upon one of the National Banks of the City of New York, drawn to the order of the Comptroller, or money, to the amount of fifty dollars (\$50). 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 readvertised and relet, as provided by law.

Bidders will write out the amount of their estimate, in addition to inserting the same in figures. The form of the agreement and specifications and drawings, and showing the manner of payment for the hose, may be seen and forms of proposals may be obtained at the office of the Department.

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

HEADQUARTERS FIRE DEPARTMENT, CITY OF NEW YORK, 155 AND 157 MERCER STREET, NEW YORK, JANUARY 31, 1884.

TO CONTRACTORS.

SEALED PROPOSALS FOR FURNISHING THIS DEPARTMENT WITH TWENTY-FIVE THOUSAND (25,000) FEET OF HOSE

will be received by the Board of Commissioners at the head of the Fire Department, at the office of said Department, Nos. 155 and 157 Mercer street, in the City of New York, until 10 o'clock A. M., Wednesday, February 13, 1884, at which time and place they will be publicly opened by the head of said Department and read.

The hose is to be seamless patent improved carbonized steam fire engine rubber-lined, made of best Gulf cotton and best Para rubber, Maltese Cross brand; to be not less than four (4) ply, with five (5) ply and capped ends; of two and one-half (2 1/2) inches internal diameter; in lengths of fifty (50) feet each, with couplings attached. Each and every length of the hose with the couplings attached is to be capable of resisting a pressure test of three hundred (300) pounds to the square inch without twisting or turning more than one revolution, or elongating more than thirty-six (36) inches, or increasing in exterior diameter more than three-eighths (3/8) of an inch at any point, and is to weigh not more than seventy (70) pounds including the couplings.

The contractor will be required to give a guarantee that the hose with couplings attached which shall be delivered, and each and every length, part and parcel thereof, shall and will, well and sufficiently bear and stand for and during the full end and term of three (3) years from the time the same shall be put in use, a pressure test of three hundred (300) pounds to the square inch, and the wear and tear of use by the Fire Department, its officers, agents, and servants; it being agreed that such wear and tear shall be understood to include all damage to the hose or couplings caused by being run over by vehicles or stepped upon by horses, and all other damage, except that which may be caused by fire or acids. And should any part, parcel, or length of hose or couplings which shall be delivered fail to well and sufficiently bear and stand for and during the full end and term of three years from the time the same shall be put in use, a pressure test of three hundred (300) pounds to the square inch, and such wear and tear of use by the Fire Department, its officers, agents, and servants, then, and in every such case, the same shall be either replaced, length for length with hose, and piece for piece with couplings, or repaired by the contractor, at the option of and upon the demand in writing and without expense to said Fire Department.

All of the hose is to be delivered at the Repair Shops of the Fire Department, Nos. 130 and 132 West Third street, on or before the sixtieth day after the execution of the contract.

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, by a clause in the contract, fixed and liquidated at twenty-five (\$25) dollars per day.

No estimate will be received or considered after the hour named.

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

Any person making an estimate for the articles shall present 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 kinds of hose to which it relates.

The Fire Department reserves the right to decline any and all bids or estimates if deemed to be for the public interest. 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.

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

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the City of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance in the sum of fifteen thousand dollars (\$15,000); 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

