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THE CITY RECORD.

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GEORGE B. McCLELLAN, MAYOR.

FRANCIS K. PENDLETON, CORPORATION COUNSEL. HERMAN A. METZ, COMPTROLLER.

PATRICK J. TRACY, SUPERVISOR.

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PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

No. 156 Nassau Street, New York City.

CALENDAR OF HEARINGS.

The following hearings will be held during the week commencing Monday, July 5, 1909:

Tuesday, July 6—11 a. m.—Room 305—Case No. 1126—THREE AVENUE R. R. Co.—
"Application of Bondholders' Committee for approval of certain
issues by a new company under the plan of reorganization."—Chair-
man Wilcox and Commissioner Maltese.

4 p. m.—Room 305—Case No. 429—CONEY ISLAND & BROOKLYN R. R. Co.—
"Application for permission to issue \$462,000 additional bond."—
Commissioner Bassett.

Wednesday, July 7—10:30 a. m.—Room 305—CITY OF NEW YORK & BRADLEY CON-
TRACTING CO.—"Arbitrations (Nos. 2, 3 & 4) of Disputation of
Henry B. Seaman, Chief Engineer."—H. H. Whitman, of Counsel.

Friday, July 9—2:30 p. m.—Chairman Wilcox's Room—Case No. 121—INTER-
BOROUGH RAILWAY TRANSIT CO.—"Block Signal System—Subway local
tracks."—Chairman Wilcox.

Regular meetings of the Commission are held every Tuesday and Friday, at 11:30 a. m., in Room 310.

BOARD OF ESTIMATE AND APPORTIONMENT.

EXTRACT FROM

MINUTES, BOARD OF ESTIMATE AND APPORTIONMENT, CITY OF NEW YORK, JULY 2, 1909.

New York City Interborough Railway Company.

The public hearing was opened on the form of contract modifying the ordinance approved by the Mayor March 31, 1903, granting a franchise to the New York City Interborough Railway Company, in respect to the compensation as required by said ordinance, permitting the company to abandon portions of certain routes as granted and granting the company an extension of time until March 24, 1912, within which to complete construction and put in operation a railway upon the entire length of each of the routes described in the contract.

The hearing was fixed for this day by resolution adopted May 28, 1909.

Affidavits of publication were received from the "New York Sun," "New York Tribune" and "City Record."

No one appeared in opposition to nor in favor of the proposed grant, and the Chair declared the hearing closed.

The Secretary presented the following:

CITY OF NEW YORK—LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, June 15, 1909.

Board of Estimate and Appportionment:

Sirs—I have received from you the following communication, dated May 28, 1909, signed by Joseph Haug, Secretary.

I transmit herewith certified copy of resolution this day adopted by the Board of Estimate and Apportionment, entering on the minutes of the Board the form of

contract for certain modifications of the ordinance of the Board of Aldermen, approved by the Mayor March 31, 1903, granting a franchise to the New York City Interborough Railway Company; also granting said company an extension of time within which to complete twenty-four miles of double track railway, ordering same advertised as required by law, and fixing July 2, 1909, as the date for hearing.

"In accordance with the provisions of said resolution, I would request that you approve the contract as to form, incorporate therein such matter as you may deem necessary to fully protect the interests of the City, and return same to this office at your early convenience, so that it may be forwarded to the Mayor to designate the newspapers in which the advertisement should be published pursuant to law."

I have examined the form of contract sent me with the above communication, and it has my approval as to form in so far as it purports to carry out the intention of your Board.

In the examination of the subject, however, the question arose as to the power of your Board to free the said company from the payment of the full amount of the annual charges due to date. The balance of the contract which affects a modification or readjustment of the relations of the City and company as to the future is, in my opinion, well within your power and is free from objection, and the only doubt was whether the City was equally free to act in regard to a situation where proceedings in the past had apparently resulted in the company owing the City a definite and liquidated amount.

I discussed the point with the attorneys for the company, who cited with me a memorandum on the facts and law applicable thereto, but a thorough examination of the subject failed to convince me beyond a doubt that the power to so release the company was one enjoyed by your Board. It is true there is apparently nothing in the Greater New York Charter forbidding such an act, but there is also nothing permitting it. I therefore stated to the company I felt it my duty to advise your Board that the contract in question did not properly protect the City and might expose the members of the Board to personal liability, and that under the circumstances I would not recommend its execution.

The statement was then made on behalf of the company that it had no intention of evading any payments if it should later appear the Board did not have the power to release it, and the company suggested that it file with the City a supplemental agreement and furnish a bond sufficient to safeguard the City in approving the proposed franchise amendment.

I beg to advise you that if this be done it will entirely obviate the difficulty I have outlined above. The proposed condition approving the said franchise amendment may, therefore, in my opinion, be adopted if the company will file with your Board, prior to your taking such final action, an agreement and bond satisfactory in form and sufficient in amount, whereby the company will bind itself, in the event of the instituting of any legal or equitable proceedings resulting in a determination that the Board had exceeded its powers, and that the company was indebted for the balance of the amount imposed by the terms of the original franchise agreement, to pay to the City any sum so found due and owing.

Respectfully yours,

GEORGE L. STERLING, Acting Corporation Counsel.

CITY OF NEW YORK—LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, June 29, 1909.

Board of Estimate and Appportionment:

DEAR SIRS—I have received from you the following communication dated June 19, 1909, signed by William M. Lawrence, Assistant Secretary.

"I beg to acknowledge receipt of your communication dated June 15, 1909, returning, approved as to form, the form of contract proposed to be entered into with the New York City Interborough Railway Company, modifying the ordinance approved by the Mayor March 31, 1903, granting a franchise to said company.

"I note that you approve such form of contract in so far as it purports to carry out the intentions of the Board. I may also your statement as to the advisability of requiring the railway company to file with the Board, prior to final action, an agreement and bond satisfactory in form and sufficient in amount, whereby the company will bind itself to pay to the City any sum found due and owing, in the event of the institution of any legal or equitable proceedings resulting in the determination that the Board had exceeded its powers.

"I therefore write you with the request that you secure the necessary bond and agreement from the company, so as to fully indemnify the members of the Board in case such contingency should arise, and also prepare the necessary resolutions for adoption by the Board before final action is taken relative to the modifications requested by the company.

"As this matter is set down for oral hearing on July 2, 1909, I would request that you have the aforesaid instruments in this office not later than 4 p. m. June 29, 1909, as the calendar for said meeting closes on said date."

I beg to inform you in reply that I have been in consultation with the attorneys of the New York City Interborough Railway Company and have secured an agreement and bond which, in my opinion, is sufficient to bind the company to pay to the City any sum that may be due in the event of its being determined your Board had no power to waive any franchise payments due and owing at the date of the proposed amendment of the original franchise grant.

I send you herewith such agreement executed in triplicate, together with the bond approved by me as to form. The bond, you will note, requires the further approval of the Comptroller.

Complying with your further request that I prepare the necessary resolution for adoption by your Board in relation to such agreement and bond, I beg to state the following form, in my opinion, would suffice:

"Whereas, The New York City Interborough Railway Company did, on June 24, 1908, make application to the Board to be relieved from its obligations to make certain payments to the City, required by the terms of its franchise, granted by an ordinance of the Board of Aldermen, approved by the Mayor March 31, 1903, and by a petition dated November 12, 1908, did make application for an extension of time within which to complete twenty-four miles of double track street surface railway; and

"Whereas, This Board did, on May 28, 1909, adopt a resolution entering in the minutes of the Board the results of the inquiry made by the Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, embodied in the form of a contract, together with the form of the resolution for the granting of the same, and did set July 2, 1909, as the date for the public hearing and for final action by the Board on such proposed contract and resolution; and

"Whereas, The said form of agreement being submitted to the Corporation Counsel for approval, he rendered an opinion that the power of the Board to waive franchise payments then due might thereafter be questioned, and advised that the company execute an agreement and bond wherein and whereby it would obligate itself to pay the full amount of such franchise payments in the event of its being determined that the Board had no power to waive the same; and

"Whereas, After consultation between the Corporation Counsel and the representatives of the company, as directed by this Board, the company has executed the following agreement and bond, in effect supplemental to the proposed agreement hereinbefore referred to, which bond has been approved by the Corporation Counsel and the Comptroller as to form and as to the surety thereto, in which

(Here insert supplementary agreement.)

"Now, therefore, be it

"Resolved, That the Board does hereby adopt and accept the said bond and agreement executed by the New York City Interborough Railway Company, the 26th day of June, 1909, as to the form of bond and agreement to be executed by the company if, in addition to and as a supplement of the said franchise agreement, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such

contract in the name and on behalf of The City of New York simultaneously with the execution by him of the contract, modifying the original franchise grant to the said company."

Respectfully,
WILLIAM P. BURR, Acting Corporation Counsel.

The following was offered:

Whereas, The New York City Interborough Railway Company did, on June 23, 1908, make application to the Board to be relieved from its obligations to make certain payments to the City required by the terms of its franchise granted by an ordinance of the Board of Aldermen, approved by the Mayor March 31, 1903, and, by a petition dated November 12, 1908, did make application for an extension of time within which to complete twenty-four miles of double track steel surface railway; and

Whereas, This Board did, on May 28, 1909, adopt a resolution entering in the minutes of the Board the results of the inquiry made by the Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions embodied in the form of a contract, together with the form of a resolution for the granting of the same, and did set July 2, 1909, as the date for the public hearing and for final action by the Board on such proposed contract and resolution; and

Whereas, The said form of agreement being submitted to the Corporation Counsel for approval, he rendered an opinion that the power of the Board to waive franchise payments then due might thereafter be questioned and advised that the Company execute an agreement and bond wherein and whereby it would obligate itself to pay the full amount of such franchise payments in the event of its being determined that the Board had no power to waive the same; and

Whereas, After consultation between the Corporation Counsel and the representatives of the Company, as directed by this Board, the Company has executed the following agreement and bond, in effect supplemental to the proposed agreement hereinbefore referred to, which bond has been approved by the Corporation Counsel and the Comptroller, as to form, and as to the surety thereof, to wit:

This agreement, made this day of 1909, by and between The City of New York (hereinafter called the City), party of the first part, and the New York City Interborough Railway Company (hereinafter called the Company), party of the second part, witnesseth:

Whereas, The City is about to enter into a contract with the Company modifying certain provisions with respect to payments required by the terms of a franchise granted by an ordinance of the Board of Aldermen, approved by the Mayor March 31, 1903, as set forth in the said proposed contract, a copy of which is attached hereto and made a part hereof; and

Whereas, By the said contract to be entered into, section 2, paragraph 4 of the said franchise is amended so as to provide for a modification or reduction in certain payments due and the City thereby waives the payment of the amount so due.

Now, therefore, this agreement witnesseth, that in consideration of the premises and of the consent of the City to the said modification of the terms of the said original franchise grant as hereinabove mentioned, and the execution of the contract by the City with the Company, also hereinabove mentioned, the Company, for itself, its successors and assigns, hereby agrees with the said City, as follows:

1. The Company agrees that in the event of a determination, that the City has no power or legal right to waive the payment of the sum or sums already due under the ordinance as aforesaid, and such determination shall have been made by a court of competent jurisdiction, or, if any appeal is taken, by the court of last resort, then and in that event the Company will pay to the City the sum or sums so waived by it and which were due under the said ordinance prior to July 2, 1909, with interest and any costs incurred by the City in the defense of any such actions, as if the said modifying contract had not been made, but not otherwise.

2. The Company agrees to defend at its own proper cost and expense, on behalf of the City or its officers, either in their representative or individual capacities, any and all actions which may be instituted either against the City or any of its officers, either in their respective or individual capacities to have determined the question that the City or its officers have no authority to waive the provisions of said ordinance with respect to the waiver of the sum or sums already accrued thereon in favor of the City.

3. It is expressly agreed that the consent of the City modifying the terms of the original franchise grant shall not become operative until the Company shall file with the Comptroller a bond with a surety or sureties to be approved by him for the sum of seventy-six thousand dollars (\$76,000), which bond shall be conditioned upon the faithful performance by the Company of the terms and conditions of this contract and the payment by the Company of the full amount of the annual payments imposed by the said original franchise grant prior to July 2, 1909, together with interest and costs, in the event of it being determined the Board exceeded its power in reducing, or attempting to reduce, the amount of the annual payments prior to July 2, 1909, as originally fixed; said bond to continue as an obligation for a period of ten years from July 2, 1909, that is to say, until July 2, 1919.

4. It is hereby mutually understood and agreed that the Company may either before or after the bringing of any action, as contemplated by this agreement, settle and discontinue the same, or the City will discontinue the same at the special instance and request of the Company, or make such motions to discontinue as deemed advisable, if the Company is advised to pay and does pay to the City the amount or amounts due under the original franchise grant prior to July 2, 1909, with interest, and the obligations of this agreement shall thereupon cease and determine.

5. The City hereby agrees that no ruling or decision of the court or statutes hereinafter enacted shall have the force and effect of constraining the matters hereinbefore stated, nor in any way act as any obligation upon the Company to make the payment of the said sum as aforesaid, and that the determination, as provided for herein, shall be the only final and conclusive adjudication of the matter.

6. The City agrees that in no event will it at any time deduct from any deposit which the Company may have made, by virtue of any ordinance, contract or agreement, with the Comptroller of The City of New York, any sum or sums on account of the waiver of the payment aforesaid.

7. The City further agrees that the terms of this agreement shall not vary or change or modify the terms of the agreement to be entered into between the parties, a copy of which is annexed hereto.

Whereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK.

By Mayor.

Attest:

City Clerk.

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

By President.

Attest. *

Secretary.

(Here add acknowledgments.)

Approved as to form:

Corporation Counsel.

Know all men by these presents, that the New York City Interborough Railway Company, a corporation organized and existing under the laws of the State of New York (hereinafter called the Principal), and the Rapid Transit Subway Construction Company, a corporation organized and existing under the laws of the State of New York (hereinafter called the Surety), are held and firmly bound unto The City of New York (hereinafter called the Obligee), in the penal sum of \$76,000 lawful money of the United States of America, to the payment of which sum, well and truly to be made, the said Principal binds itself, its successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this day of in the year one thousand nine hundred and nine.

Whereas, The said Principal has entered into a certain written agreement with the Obligee, dated the day of 1909, whereby the Principal undertakes to protect the Obligee from certain contingencies which may arise by virtue of the Obligee entering into an agreement with the Principal, which first agreement is by reference herein made a part hereof as fully and amply to all interests and purposes as if the same were recited at length herein.

Now, therefore, the condition of the foregoing obligation is such that if the said Principal shall faithfully perform all the conditions, covenants and requirements specified in said agreement and shall well and truly indemnify and save harmless the said Obligee from any pecuniary loss resulting from the breach of any of the terms, covenants or conditions of the said agreement on the part of the said Principal to be performed, and shall pay the full amount of the annual payments imposed by the said original franchise grant prior to July 2, 1909, together with interest and costs, in the event of it being determined the Board exceeded its power in reducing, or attempting to reduce, the amount of the annual payments prior to July 2, 1909, as originally fixed, then this obligation shall be null and void; otherwise to remain in full force and effect in law; provided, however, that this bond is given subject to the following conditions and provisions:

First—That in no event shall the Surety be liable for a greater sum than the penalty of this bond.

Second—If no action or actions shall have been brought within ten years from July 2, 1909, then and in that event this obligation shall cease and determine.

In testimony whereof, the said Principal has caused these presents to be sealed with its corporate seal, attested by the signatures of its duly authorized officers, and the said Surety has caused these presents to be sealed with its corporate seal, duly attested by the signatures of its duly authorized officers, the day and year first above written.

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

By President.

Attest:

Secretary.

RAPID TRANSIT SUBWAY CONSTRUCTION COMPANY.

By Vice-President.

Attest:

Secretary.

(Here add acknowledgments.)

Approved as to form:

Corporation Counsel.

Approved:

Comptroller.

Now, therefore, be it

Resolved, That the Board does hereby adopt and accept the said bond and agreement executed by the New York City Interborough Railway Company on the day of 1909, as the term of bond and agreement to be executed by the Company in addition to and as a supplement to the said franchise agreement, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, simultaneously with the execution by him of the contract modifying the original franchise grant to said Company.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, The Bronx, Queens and Richmond—14.

Negative—The President of the Borough of Brooklyn—2.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the New York City Interborough Railway Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be, and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

This contract, made this day of 1909, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the New York City Interborough Railway Company (hereinafter called the Company), party of the second part, witnesseth:

Whereas, On March 16, 1903, the Board of Aldermen of the City passed an ordinance entitled: "An ordinance granting to the New York City Interborough Railway Company the right of franchise to construct and operate a street surface railroad in, upon and along certain streets, avenues, parkways, highways and bridges of The City of New York," and

Whereas, Said ordinance was, on March 31, 1903, approved by the Mayor of the City; and

Whereas, Thereafter the Company, on April 3, 1903, filed with the Comptroller of the City a written acceptance, executed March 31, 1903, of said ordinance, and of the terms, conditions and provisions thereof, and an agreement to perform and observe the same; and

Whereas, In and by said ordinance the consent of the corporation of The City of New York was granted to the Company for the construction, maintenance and operation of the railroad of the Company upon certain enumerated streets, avenues, highways, etc., within said City, and across certain streets, avenues, highways, etc., as may be encountered in its route; and

Whereas, On May 6, 1903, the Company petitioned the Board of Railroad Commissioners of the State of New York for a certificate of public convenience and a necessity under section 59 of the Railroad Law, covering all the routes of said right

of way.

or franchise with the exception of a portion of Route "First," and also for the certificate of said Board that the conditions prescribed in said section 59 had been complied with, which petition was denied on December 21, 1903; and

Whereas, The Company subsequently applied to the Appellate Division of the Supreme Court for an order directing the said Board of Railroad Commissioners to issue said certificate, and on December 23, 1904, the said Appellate Division rendered a decision directing said Board of Railroad Commissioners to grant such certificate with respect to certain of the routes described in said ordinance; and

Whereas, On January 12, 1905, said Board of Railroad Commissioners issued to the Company a certificate of public convenience and a necessity with respect to said certain of the routes described in said ordinance; and

Whereas, On June 16, 1905, the Appellate Division issued an order extending the time to complete twenty-four miles of double track railway from July 1, 1905, as required by section 6 of said ordinance to June 1, 1906, and on May 28, 1906, a similar order was given extending such time to June 1, 1907; and

Whereas, Petitions dated June 26, 1905; June 21, 1906, and March 12, 1907, were presented by the Company to the Board praying for the consent of said Board, as the local authority, to the relinquishment of part of the routes described in said ordinance, and to the substitution therefor of other routes, and also a petition dated May 18, 1906, praying for an extension of time within which to complete the double track railway as prescribed in section 6 of said ordinance; and

Whereas, A contract bearing date of June 25, 1907, was entered into between the Company and the City, giving the consent of the City to said alteration of its routes and extending the time within which to complete twenty-four miles of double track railway eighteen months from the date of the execution of said contract by the Mayor; and

Whereas, On November 12, 1908, the Company petitioned the Board for a further extension of time within which to complete its railway; and

Whereas, On December 11, 1908, a resolution was adopted by the Board which further extended the time within which to complete twenty-four miles of railway to and including June 27, 1909; and

Whereas, Under date of June 23, 1908, the Company petitioned the Board to be relieved from the obligation of making the annual payments for the use of the bridges across the Harlem River specified in section 2 fourth of said ordinance, and also from all other payments specified in section 2 fourth of said ordinance, excepting such sums as shall be equal to 3 per cent. of its gross annual receipts during the first five years and 5 per cent. thereafter;

Now, therefore, In consideration of the premises and of the mutual covenants herein contained, the parties do hereby covenant and agree as follows:

Section 1. The City hereby consents, subject to the conditions and provisions hereinafter set forth, to the change or amendments in the said right of franchise, as expressed in said ordinance adopted by the Board of Aldermen on March 16, 1903, and approved by the Mayor on March 31, 1903, as amended by said contract bearing date of June 25, 1907, said changes or amendments to be as follows:

1. Section 1 as contained in said ordinance, and amended by said contract shall be amended to read as follows:

"Section 1. The City hereby grants to the New York City Interborough Railway Company, subject to the conditions and provisions hereinafter set forth, the franchise right and privilege to construct and operate a double-track surface railway, with all connections, turnouts, switches, crossovers, and suitable stands necessary for the accommodation and operation of said railway, by the overhead system of electricity, or any other motive power which may be lawfully employed upon the same, in, upon and along the following-named streets, avenues, parkways, highways, public places, bridges and viaducts and crossing intersecting streets and highways, all situated in the Boroughs of Manhattan and The Bronx, City, County and State of New York, namely:

"First—Commencing at a point on the One Hundred and Fifty-fifth street viaduct, between Bradhurst and Eighth avenues and on a line parallel with the westerly line of the Manhattan Elevated Railway Company's station at Eighth avenue and One Hundred and Fifty-fifth street; running thence easterly and along said viaduct to the Central or Macombs' Dam Bridge; thence running northerly upon and along said bridge in the westerly approach thereto known as the Sedgwick avenue approach, formerly called Ogden avenue approach thereto in the Borough of The Bronx; thence northerly on and along said approach to its intersection with Jerome avenue; thence northeasterly on and along Jerome avenue to its intersection with Ogden avenue; thence on and along Ogden avenue northerly to its intersection with Aqueduct avenue; thence northeasterly on and along Aqueduct avenue to Kingsbridge road; thence westerly on and along Kingsbridge road to Sedgwick avenue; thence northeasterly on and along Sedgwick avenue to Boston avenue; thence northeasterly on and along Boston avenue to Heath avenue or Fort Independence street; thence westerly on and along Heath avenue or Fort Independence street to Fort Independence street; thence northerly on and along Fort Independence street in Bailey avenue; thence northerly on and along Bailey avenue to East Two Hundred and Thirty-eighth street; thence northwesterly on and along East and West Two Hundred and Thirty-eighth street to Bradhurst.

"Second—Commencing at the Rapid Transit station, at the intersection of West One Hundred and Eighty-first street with St. Nicholas avenue, in the Borough of Manhattan; thence on and along said West One Hundred and Eighty-first street in an easterly direction to Washington Bridge; thence along and over Washington Bridge easterly to Aqueduct avenue, Borough of The Bronx; thence northeasterly on and along Aqueduct avenue to Tremont avenue; thence easterly on and along Tremont avenue as it winds and turns to the Transverse road under the Grand Boulevard and Concourse connecting said Tremont avenue; thence easterly on and along the transverse road under the Grand Boulevard and Concourse again to Tremont avenue; thence easterly on and along Tremont avenue to Webster avenue; thence northeasterly on and along Webster avenue upon the tracks of the Union Railway Company of New York City to East One Hundred and Eightieth street; thence easterly on and along said East One Hundred and Eightieth street to Southern boulevard.

"Third—Commencing at the intersection of Broadway and Muscoota street; thence easterly on and along Muscoota street to Kingsbridge road; thence on and along Kingsbridge road over the proposed viaduct or bridge crossing the railroad tracks of the New York and Putnam Railroad Company and the New York Central and Hudson River Railroad Company and across Spuyten Duyvil Creek to and still easterly on and along Kingsbridge road as the same winds and turns to its intersection with the transverse road under the Grand Boulevard and Concourse connecting said Kingsbridge road; thence easterly on and along said transverse road again to Kingsbridge road; thence southerly and easterly on and along Kingsbridge road to its intersection with Third and Pelham avenues; thence on and along Third avenue southerly to East One Hundred and Eighty-ninth street; thence southeasterly on and along East One Hundred and Eighty-ninth street to Beaumont avenue; thence northeasterly on and along Beaumont avenue again to East One Hundred and Eighty-ninth street; thence easterly on and along East One Hundred and Eighty-ninth street to Southern boulevard; thence southerly on and along Southern boulevard to East One Hundred and Eightieth street; thence southeasterly on and along East One Hundred and Eightieth street to Boston road; thence southerly on and along Boston road to East One Hundred and Seventy-seventh street; thence easterly on and along West Farms road or East One Hundred and Seventy-seventh street to and across the Eastern boulevard again to East One Hundred and Seventy-seventh street; thence easterly on and along East One Hundred and Seventy-seventh street to and ending at Locust Point on Long Island Sound.

"Fourth—Commencing at West One Hundred and Forty-fifth street, west of Lenox avenue, Borough of Manhattan, running thence easterly on and along said West One Hundred and Forty-fifth street to and over the One Hundred and Forty-fifth Street Bridge over the Harlem River, to East One Hundred and Forty-ninth street, Borough of The Bronx; thence in an easterly direction on and along said East One Hundred and Forty-ninth street to St. Ann's avenue; thence northerly on and along St. Ann's avenue to East One Hundred and Fifty-sixth street; thence easterly on and along said East One Hundred and Fifty-sixth street to its intersection with Leggett avenue or Craven street; thence southerly and easterly on and along Leggett avenue or Craven street to its intersection with Dawson street; thence southeasterly on and along Leggett avenue in its intersection with Randall avenue; thence easterly on and along Randall avenue to the Bronx River.

"Fifth—Commencing at Dongan street and Intervale avenue, Borough of The Bronx, running thence easterly on and along Dongan street to Southern boulevard

and Hunts Point road; thence southeasterly on and along Hunts Point road to Long Island Sound."

2. The fourth subdivision of section 2 of said ordinance shall be amended to read as follows:

"The New York City Interborough Railway Company, its successors or assigns, shall pay for this franchise to The City of New York the following sums of money:

"During the first period of this franchise ending on September 30, 1907, an annual sum which shall in no case be less than fifteen thousand dollars (\$15,000) and shall be equal to three per cent. of its gross annual receipts, if such percentage shall exceed the sum of fifteen thousand dollars (\$15,000).

"During the remainder of the original term of twenty-five years of this franchise an annual sum which shall not be less than eight thousand five hundred dollars (\$8,500), and which shall be equal to five per cent. of its gross annual receipts if such percentage shall exceed the sum of eight thousand five hundred dollars (\$8,500).

"In addition to the above, the Company shall pay for the use of the three bridges above described, during the first period of this franchise ending on September 30, 1907, the annual sum of four thousand dollars (\$4,000) for each bridge.

"During the succeeding period beginning on September 30, 1907, and ending ten years from the date of this franchise, an annual sum of two thousand two hundred and fifty dollars (\$2,250) for each bridge.

"During the succeeding five years of this franchise an annual sum of two thousand five hundred dollars (\$2,500) for each bridge.

"During the succeeding five years of this franchise an annual sum of two thousand seven hundred and fifty dollars (\$2,750) for each bridge; and

"During the remaining five years of this franchise an annual sum of three thousand dollars (\$3,000) for each bridge.

"Such sums shall be paid into the Treasury of The City of New York on November 1 in each year, after the commencement of the operation of any portion of the railroad, provided, however, that the first payment shall only be for that proportion of the above sums as the time of the commencement of operation of any portion of the road, before September 30 next preceding, shall bear to the whole of one year. The fiscal year shall end on September 30, next preceding said date of payment, and the provisions of the Railroad Law as it now exists or as it may hereafter be amended, relating to the manner of payments and statements of percentages of gross receipts of street railway companies, shall be strictly followed. The intention of this paragraph is to fix an annual charge to be paid by the grantee, its successors or assigns to The City of New York for the rights and franchise hereby granted, and it shall not be construed as providing for the payment by the grantee, its successors or assigns of a percentage of gross receipts within the meaning of any general or special statute, relating particularly to chapter 340 of the Laws of 1892."

3. Section 6 of said ordinance shall be amended to read as follows:

The company shall complete the construction and put in operation a railway upon the entire length of each of the routes hereinbefore described on or before March 24, 1912, otherwise the franchise right and privilege to construct such railway upon the routes or portions of routes not then constructed and in full operation shall cease and determine.

Sec. 2. The grant of this privilege is subject to the following conditions:

First. The Company covenants and agrees to abandon and relinquish, and does hereby abandon and relinquish to the City all its rights and franchises to construct, maintain and operate a street surface railway over the routes, or portions of routes, described in section 1 of said ordinance approved by the Mayor on March 31, 1903, and amended by contract bearing date of June 25, 1907, but not described in section 1 of said ordinance as amended by this contract, and the Company shall, within one year from the date on which this contract is signed by the Mayor, comply with the provisions of law in regard to the abandonment of the routes, or portions of routes, so abandoned and relinquished, and remove therefrom any and all existing tracks of the Company, otherwise this contract shall be void and of no effect.

Second. This contract shall not become effective unless within thirty (30) days from the date hereof the Company shall pay to the City all sums due pursuant to the fourth subdivision of section 2 of said ordinance approved by the Mayor on March 31, 1903, as hereby amended.

Third. All the terms and conditions contained in the said ordinance approved by the Mayor March 31, 1903, as modified or amended by contract bearing date of June 25, 1907, excepting those which are herein amended or modified, shall remain unchanged, and shall apply to the routes herein described in section 1 of this contract with the same force and effect as when they applied to the routes described in said ordinance approved March 31, 1903, as amended by said contract bearing date of June 25, 1907, and as though the routes herein described had been specifically described in said ordinance.

Sec. 3. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract level and maritime.

In witness whereof, the party of the first part, by its Mayor, thereto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto affixed, and the party of the second part, by its officers, thereto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

[CORPORATE SEAL.]

By..... Mayor.

Attest:

City Clerk.

NEW YORK CITY INTERBOROUGH RAILWAY COMPANY.

[SEAL.] By..... President.

By..... Secretary.

(Here add acknowledgment.)

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, The Bronx, Queens and Richmond—14.

Negative—The President of the Borough of Brooklyn—2.

Queens Lighting Company.

In the matter of the petition of the Queens Lighting Company for a franchise to construct, maintain and operate pipes, mains and conductors in and along the streets, avenues and highways in a certain portion of the Borough of Queens, for the purpose of supplying gas to public and private consumers.

At the meeting of June 25, 1909, a report was received from the Comptroller, recommending that the form of contract to govern the aforesaid grant be amended in certain particulars, and the matter was referred to the Chief Engineer to prepare the necessary resolutions.

The Secretary presented the following:

Report No. F-39

BOARD OF ESTIMATE AND APPORTIONMENT,

OFFICE OF THE CHIEF ENGINEER,

June 29, 1909.

Hon. George B. McCULLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

Sir—At the meeting of the Board held on the 25th inst., a report was presented from the Comptroller recommending that the form of contract covering the proposed grant to the Queens County Lighting Company to construct and operate pipes and mains under certain streets in the Borough of Queens for the purpose of supplying gas to public and private consumers be amended in certain particulars specified in his report, and the matter was referred to the Chief Engineer of the Board to prepare the necessary resolutions embodying these modifications.

The form of contract has been amended in accordance with the report of the Comptroller, the changes being outlined in detail in the report of the Engineer of the Division of Franchises, which is herewith presented, together with resolutions rescinding the resolution of the Board adopted on October 4, 1907, when the original form of contract with this Company was approved, and fixing September 17 next as the date for a public hearing on the amended form of contract.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,
June 29, 1909.

Mr. NELSON P. LEWIS, Chief Engineer:

Sir—By a report dated June 18, submitted to the Board at its meeting held on Friday, June 25, the Comptroller to whom the application of the Queens Lighting Company for a franchise had been referred on October 11, 1907, recommended the grant of a franchise to this Company when the following changes were made to the form of contract as adopted by the Board October 4, 1907:

First. The initial sum to be paid by the Company to be increased from one thousand dollars (\$1,000) to five thousand dollars (\$5,000).

Second. That the Company shall within three months after the signing of the contract commence the construction of a gas plant within the limits of the territory in which it applied for a franchise capable of producing 40,000,000 cubic feet per annum, and complete the same within twelve months thereafter, provided that the time might be extended for causes not within the control of the Company for a period or periods not exceeding twelve months in the aggregate.

Third. That the time for the completion of the construction of five miles of mains be reduced from two years to one year, the time within which the Company shall lay its mains to Springfield, Rosedale and Hilliswood be reduced from ten years to two years, and that at any time after two years the Board may order additions to the mains instead of after the expiration of five years, as provided in the original contract.

Accordingly, I am submitting herewith a resolution embodying the form of contract amended to meet the suggestions contained in the Comptroller's report; such amendments having been made to the Third, Eighth and Eleventh subdivisions of section 2 of the contract to carry out his suggestions.

In addition it was thought desirable to correct subdivision Fifteenth of section 2 by omitting the provisions fixing the price of gas during the years 1907 and 1908, in the Third Ward of Queens, such provisions being now unnecessary.

The following has also been added to subdivision Twenty-fourth of section 2, in accordance with the opinion of the Corporation Counsel, in the Board, dated May 26, 1909, viz.

"Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State."

I am transmitting herewith a resolution rescinding the resolution of the Board dated October 4, 1907, approving the form of proposed contract with the Queens Lighting Company, and a resolution fixing Friday, September 17, 1909, as the date for a public hearing on the form of proposed contract to be amended, in accordance with the report of the Comptroller, notice of which hearing is to be published in the CITY RECORD at least twenty days prior to such date, and at least twice in two daily newspapers to be designated by the Mayor, during the ten days immediately preceding the hearing.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, This Board on October 4, 1907, duly adopted a resolution approving the form of proposed contract granting the franchise applied for by the Queens Lighting Company, in a portion of the Borough of Queens, and authorizing the Mayor to execute the same in the name and on behalf of the City of New York; and

Whereas, The said resolution was upon request of this Board returned to it by the Mayor on October 11, 1907, and the matter referred to the Comptroller; and

Whereas, The Comptroller on June 25, 1909, submitted to this Board a report recommending certain changes to the said form of proposed contract, and suggesting that the resolution of October 4, 1907, be rescinded, and a new resolution approving of a form of proposed contract, amended in accordance with his recommendations, be adopted; now, therefore, be it

Resolved, That the resolution adopted by this Board at its meeting held October 4, 1907, approving of the form of proposed contract granting a franchise to the Queens Lighting Company be and the same is hereby rescinded.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

The following was offered:

Whereas, The Queens Lighting Company has, under date of June 7, 1907, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate pipes, mains, conductors and necessary appliances in, under and along the streets, avenues, highways and public places within that portion of the Borough of Queens as described in said petition for the purpose of supplying gas for lighting the streets and to public and private consumers; and

Whereas, Sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, provide for the manner and procedure of making such grants; and

Whereas, In pursuance to such laws this Board adopted a resolution June 14, 1907, fixing the date for public hearing thereon as July 8, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least two days in the New York "Daily News" and the New York "Times," newspapers designated by the Mayor, and in the CITY RECORD for ten days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board duly made inquiry as to the money value of the franchise or right applied for and the adequacy of the compensation proposed to be paid therefor; and

Whereas, On July 8, 1907, this Board, in pursuance of law, duly adopted a resolution fixing September 20, 1907, as a date for a public hearing on the form of proposed contract for the grant of the franchise applied for by the Company, which hearing was duly advertised according to law; and

Whereas, Said public hearing was held September 20, 1907; and

Whereas, At a meeting held October 4, 1907, this Board duly adopted a resolution approving the said form of proposed contract and authorizing the Mayor to execute the same in the name and on behalf of The City of New York; which said resolution was transmitted to the Mayor for his approval; and

Whereas, At the meeting of this Board held October 11, 1907, the Mayor was duly requested to return and did return to this Board the said resolution adopted October 4, 1907, whereupon the vote by which the same was adopted on October 4, 1907, was reconsidered and the matter referred to the Comptroller; and

Whereas, The Comptroller on June 25, 1909, submitted to this Board a report recommending certain changes to the said form of proposed contract including an increase in the compensation to be paid therefor, and suggesting that the resolution of October 4, 1907, be rescinded and a new resolution approving of a contract amended in accordance with his recommendations be adopted; and

Whereas, Said resolution of October 4, 1907, has been rescinded at the meeting held this date; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Queens Lighting Company and the adequacy of the compensation proposed to be paid therefor; now therefore it is

Resolved, That the following form of the resolution for the grant of the franchise or right applied for by the Queens Lighting Company, containing the form of proposed contract as amended in accordance with the report of the Comptroller for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Queens Lighting Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates and charges upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This contract, made and entered into this day of , 190 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Queens Lighting Company, a corporation formed under and pursuant to the laws of the State of New York (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to lay, construct, maintain and operate suitable pipes, mains or other conductors with the necessary service pipes and connections therewith, for conducting gas through the streets, lanes, alleys, squares and highways now opened or which may hereafter be opened, in that portion of the Third and Fourth Wards of the Borough of Queens, as constituted by section 1581 of chapter 466 of the Laws of 1901 (the Greater New York Charter), bounded and described as follows:

Commencing at the point on the southerly shore of Little Neck Bay, where the boundary line between The City of New York and the County of Nassau intersects the same, thence southerly along said southerly shore of Little Neck Bay to the creek known as Alley Creek, thence southerly along the line of the centre of said Alley Creek to a point where the same extended would meet West Alley road; thence westerly along said West Alley road to where the same intersects and joins Rocky Hill road, thence southerly along said Rocky Hill road to the point where the same intersects and joins Black Stump road; thence westerly along said Black Stump road to a point where the same intersects and joins the road known as Bensenville road and Holliswood avenue; thence southerly along said road known as the Bensenville road and Holliswood avenue to a point where the continuation of the same is known as Flushing avenue; thence continuing southerly along said Flushing avenue to a point where the same joins and intersects Hillside avenue; thence easterly along said Hillside avenue to a point where the same joins and intersects Carpenter avenue; thence southerly and southwesterly along said Carpenter avenue to a point where the same joins and intersects Pocahontas avenue; thence southwesterly along said Pocahontas avenue to where the same joins and intersects the right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue; thence westerly along the right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue, to a point formed by the intersection of such right of way of the Long Island Railroad Company, otherwise known as Atlantic avenue, Farmers avenue and a road known as the Old Country road or Hollis road; thence southerly across said road known as the Old Country road or Hollis road to Farmers avenue; thence southerly along said Farmers avenue to a point where the same meets Locust avenue, at or near Central avenue; thence southwesterly along said Locust avenue to a point where the same joins and intersects the road known as Rockaway road; thence northwesterly along said Rockaway road to a point where the same joins and intersects the road known as the Three Mile Mill road; thence southwesterly along said Three Mile Mill road to a point where the same reaches Jamaica Bay, near Cornells Creek; thence easterly along the northerly shore of Jamaica Bay to the boundary line between The City of New York and the County of Nassau; thence northeasterly along said boundary line between The City of New York and the County of Nassau, as present constituted, to the point or place of beginning. Being all that portion of the Third and Fourth Wards of the Borough of Queens, City of New York, embraced within such boundaries, as more clearly shown on the map or plan attached to this contract and certified to by the President of the Company, and dated June 4, 1907.

Sec. 2. The grant of this privilege is in consideration of and subject to and conditioned upon the performance and observance of the following conditions:

First—The right to lay, construct, maintain and operate pipes, mains or other conductors for conducting gas in the above described territory shall be held and enjoyed by the Company, its successors or assigns, from the date when this contract is signed by the Mayor until the 27th day of October, 1931, with the privilege or renewal of said contract for a further period of twenty-five (25) years upon a fair revaluation of said right and privilege. Such revaluation shall be of the right and privilege to maintain and operate such a gas system by itself, and is not to include any valuation derived from the ownership, operation or control of any other gas, electric or other system used for the purpose of supplying light, heat or power, by the Company, its successors or assigns.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time, not earlier than two years and not later than one year, before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but the annual sum to be paid by the Company to the City under such renewal shall not be less than the sum required to be paid during the last year of this original contract.

If the Company and the Board shall not reach such agreement on or before the day one year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with such other fixing the rate of such compensation at such amount as shall be reasonable, but no annual sum thus fixed shall in any event be less than the sum required to be paid by the Company to the City during the last year of this original contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agree-

ment fixing such annual rate at such amount as shall be determined by three disinterested freeholders, selected in the following manner:

On disinterested freeholder shall be chosen by the Board, one disinterested freeholder shall be chosen by the Company; these two shall choose a third disinterested freeholder, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six months prior to the expiration of this original contract, and their report shall be filed with the Board within three months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations without the presence of either party. They shall have the right to examine the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined, shall be conclusive upon both parties, but no annual sum to be paid thereunder shall, in any event, be less than the sum required to be paid for the last year of this original contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Second—Upon the termination of this original contract, or if the same is renewed, then upon the termination of the said renewal term, or upon the termination of the rights hereby granted for any other cause, or upon the dissolution of the Company before such termination, if the Board shall so elect, the mains, service pipes and street lamps erected and located by the Company in the territory designated in Section 1 of this contract, including all property erected or located by it in the public streets or roads of the City, as the same now exists or may be extended, and in all new streets or roads which may be hereafter opened in that portion of the Borough of Queens, constructed pursuant to this contract, shall become and be the property of the City, without compensation therefor, and the same may be used by the City for any purpose whatsoever. If the Board shall so elect, upon the termination of this grant for any cause, the plant and property erected and located by the Company pursuant to this contract, in that portion of the Borough of Queens as bounded and described in Section 1 of this contract, including the buildings, plants, holders, meters, house fittings and all property not situated in the public streets or roads used by the Company in the manufacture and distribution of gas to street lamps and public and private buildings in said territory, shall become and be the property of the City on payment to the Company of the value of the same, as fixed by three disinterested freeholders appointed and paid in the same manner and with the same powers as appraisers appointed upon any renewal of this original contract, as above set forth, but such valuation shall in no case be greater than the value of such property, as shown by the last report submitted by the Company to the Board, as required by the terms of this contract, and shall not include any compensation for any value which such property may have by reason of this grant.

If, however, at the termination of this grant for any cause, as aforesaid, the City, by the Board, shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its pipes, mains and conductors from all the streets and public places within the limits of the territory in which it is authorized to operate by this contract.

Third—The Company, its successors or assigns, shall pay for this privilege to the City the following sums of money, to wit:

1. Five thousand dollars (\$5,000) in cash within thirty days after the signing of this contract.

2. During the period between the date on which this contract is signed by the Mayor and the 27th day of October, 1911, an annual sum which shall in no case be less than two hundred and fifty dollars (\$250), and which shall be equal to one (1) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of two hundred and fifty dollars (\$250).

3. During the succeeding five years of this original contract an annual sum which shall in no case be less than five hundred dollars (\$500), and which shall be equal to one (1) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of five hundred dollars (\$500).

4. During the succeeding five years of this original contract an annual sum which shall in no case be less than one thousand dollars (\$1,000), and which shall be equal to two (2) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of one thousand dollars (\$1,000).

5. During the succeeding five years of this original contract an annual sum which shall in no case be less than one thousand five hundred dollars (\$1,500), and which shall be equal to three (3) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of one thousand five hundred dollars (\$1,500).

6. During the last five years of this original contract an annual sum which shall in no case be less than two thousand five hundred dollars (\$2,500), and which shall be equal to five (5) per cent. of the gross receipts of the Company in the territory in which it is authorized to operate under the terms of this contract, if such percentage shall exceed the sum of two thousand five hundred dollars (\$2,500).

All the sums herein provided for shall be paid into the treasury of The City of New York on November 1 of each year and shall be for the amount due to September 30 next preceding.

Fourth—The said annual charge or payments shall continue throughout the whole term of the privilege hereby granted, whether original or renewal, as hereinbefore provided, notwithstanding any clause in any statute or in the charter of any gas or other company providing for payments for similar rights or franchises at a different rate, and no transfer, sale, assignment, lease or sublease of the rights or franchises hereby granted, whether original or renewal, or any part thereof, shall be valid or effectual for any purpose unless the said transfer, sale, assignment, lease or sublease shall contain a covenant on the part of the transferee, purchaser, assignee or lessee that the same is subject to all the conditions of this contract and that the transferee, purchaser, assignee or lessee assumes and will be bound by all of said conditions, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said transferee, purchaser, assignee or lessee waives any more favorable conditions created by said statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

It is agreed that any and all payments to be made under the terms of this contract by the Company to the City shall not be considered in any manner in the nature of

a tax, but that such payments shall be in addition to any and all taxes of whatsoever kind or description now or hereafter required to be paid by any ordinances of the City or by any law of the State of New York.

Fifth—The plant, manufactory or works of this Company which may be erected under the privilege contained in and granted by this contract for the purpose of manufacturing and furnishing gas, shall be constructed so as not to be in any way detrimental to the public health, nor otherwise create a nuisance. Before the construction of any plant, holder or other apparatus used in the manufacture or storage of gas the Company shall obtain the approval of the Board to the location and the plans for the construction of the same.

Sixth—The Company shall construct, maintain and operate its gas system, mains, conductors, service connections and pipes subject to the supervision, control and inspection and to the entire satisfaction of the proper authorities of the City who have jurisdiction in such matters, under the Charter or ordinances of the City, or under the provisions of this contract, and the entire expense of such supervision, control and inspection shall be borne by the Company.

Before opening any street, lane, alley or public place to lay or begin the laying of any mains, conductors, pipes or service connections, the Company shall submit to the President of the Borough of Queens and the Commissioner of Water Supply, Gas and Electricity working plans which shall include and show in detail the proposed location and method of construction of said mains, conductors, pipes or service connections, and the mode of protection or changes in all subsurface structures required by the construction of such mains, conductors, pipes or service connections, and shall obtain from these officials, if such working plans are approved, permits for the construction of such work.

Wherever the pipes or conductors of the Company in any part of the Borough of Queens are to be laid under or adjoining a railroad track, the work of trenching for and laying the same shall be conducted so as to intercept as little as possible the running of cars thereon, and when the work is finished the track and street, avenue or public place shall be replaced and repaired by said Company in as good condition as before the commencement of the work.

Whenever the Company shall open any street, avenue or public place in the territory in which it is granted the privilege to operate by this contract, for the purpose of laying pipes or conductors, then the Company, when restoring the pavement of said street, shall do so in accordance with the specifications for the construction of said pavement, and the Company shall also, at its own cost and expense, maintain the same in good condition, and at the proper grade and curvature, for the period of one year from the time of its restoration, whether the same had been restored by the said Company or by the City authorities, as hereinbefore provided. When streets paved with improved pavements, on which the contractor's guarantee has not expired through time, are to be paved, the Company shall have the power to arrange with the contractor to open and relay such pavements under an agreement or contract.

If the Company at any time, after five days' notice from the President of the Borough of Queens, shall neglect or refuse to restore, repair or maintain any pavement in accordance with the provisions of this contract, then the President of the Borough of Queens may restore, repair or maintain the same, and the cost of such restoration, repairment or maintenance, with legal interest thereon, shall be a proper charge against, and may be deducted from the security fund to be deposited by the Company with the Comptroller, as hereinbefore provided.

Seventh—It is a condition of this contract that the Company shall bear the entire expense of all work undertaken by reason of this grant.

Eighth—Within three (3) months after the execution of this contract by the Mayor, the Company shall commence the laying of mains, and within one (1) year thereafter shall have laid and in operation at least five (5) miles of mains within the streets in the territory in which it is hereby granted the privilege to lay its mains, and shall supply gas through the same to the sections known as Queens and Little Neck. The Company shall also, within two (2) years thereafter, have laid, ready to supply gas through the same, mains or conductors to supply the sections known as Springfield, Rosedale and Holliewood. From and after two (2) years from the date of the signing of this contract the Company shall also lay such further mains as may be directed by the Board. Unless the provisions of this paragraph are fulfilled by the Company, this grant shall cease and determine.

Ninth—In the event that the City finds it necessary to change the grade or line of any street, road or avenue now existing, or which may hereafter be opened in any part of the Borough of Queens, or place therein any new structures, or change the location of any structure therein, the Company agrees that it will make no claim or attempt to obtain any compensation for its expense in relaying or replacing its mains, if the same is necessary to conform to such improvement in or of such street, road or avenue, in the territory in which it is hereby granted the right to lay its mains.

Tenth—The Company shall, upon being directed to do so by the Commissioner of Water Supply, Gas and Electricity, extend its main in such places and along such streets as he may direct, but shall not be required to lay a greater length of main or conductor during any one year than that hereinbefore prescribed, provided, however, that if any public building or public lamp the Commissioner desires to be lighted are situated within one hundred (100) feet of any main or conductor of the Company in a public street, avenue or highway, then and in that case the Company shall be required to extend the same, in addition to the above, in compliance with section 62 of the Transportation Corporations Law (chapter 219 of the Laws of 1909), and a public lamp shall be deemed a building or premise within the meaning of such section.

Eleventh—The Company, within three (3) months after the signing of this contract by the Mayor, shall commence the construction of a gas works, including all the appurtenances necessary thereto, of a sufficient capacity to furnish at least forty million (40,000,000) cubic feet of gas per annum, and shall complete the same within twelve (12) months thereafter. This gas works shall be constructed within the boundaries of the territory within which it is granted the right to operate by this contract, and a failure to complete the same within the time limited shall result in the forfeiture of this franchise without legal or equitable proceedings; provided that such period may be extended by the Board for a period or periods not exceeding in the aggregate twelve (12) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within the control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its

own name as a party, or in the name of the City as a party may intervene in such proceedings.

The gas plant, mains and all appurtenances thereto shall be constructed and operated in the latest approved manner, and shall be operated with the most modern and improved appliances. The gas furnished by the Company shall be of the best quality, and the supply shall be continuous for twenty-four hours in each day during the term of this contract, or any renewal thereof, except for interruption from unavoidable causes over which the Company shall have no control.

Twelfth—The Company shall file with the Board on or before the first day of November in each year a map, plan or diagram, showing the boundaries of the territory in which the Company is authorized to lay its mains by this contract, upon which shall be plainly marked in black the mains laid, up to September 30 of the year preceding, and in red the mains laid during the year ending on the 30th day of September next preceding the date of the filing of such map, plan or diagram. This map, plan or diagram shall have a statement thereon of the number of miles of mains laid up to the 30th day of September of the preceding year, and of the number of miles of mains laid during the year ending on the 30th day of September next preceding the date of the filing of the same, in the words and figures following, viz.:

Number of miles of mains laid up to September 30, 19 : miles.
feet.

Number of miles of mains laid during the year ending September 30, 19 : miles, feet.

—and shall be certified by the Secretary of Company. Copies of this map, plan or diagram shall also be filed in the office of the Department of Water Supply, Gas and Electricity, and in the office of the President of the Borough of Queens.

Thirteenth—The gas to be furnished by the Company shall be of the standard at present fixed by law. Said gas shall have an illuminating power of not less than twenty-two sperm candles of six to a pound, burning at the rate of one hundred and twenty grains of spermaceti per hour, tested at a distance of not less than one mile from the distributing holder by a burner consuming five cubic feet of gas per hour by a flat flame burner giving greatest results at not less than four-tenths of an inch pressure at the point of ignition, and each one hundred cubic feet of gas shall not contain more than five grains of ammonia, nor more than twenty grains of sulphur, nor more than a trace of sulphuretted hydrogen. Provided, however, that should a new process be hereafter generally used to manufacture gas of a higher standard than the gas at present manufactured by the Company, then the Company binds itself to furnish gas equal to that furnished by such new process, should the same be ordered by the Board. And the Company further binds itself to furnish gas of superior candle power and quality to that herein set forth or ordered by the Board whenever required to do so by any general or local act of the Legislature, and such act shall be deemed a modification of this agreement, but no act providing for the furnishing of an inferior quality of gas shall be deemed to in any way affect the provisions of this agreement. The pressure of said gas shall not exceed that fixed by law.

Fourteenth—The Company agrees to provide and furnish to the Department of Water Supply, Gas and Electricity the necessary apparatus and station to conduct tests to ascertain the pressure and quality of the gas furnished by it, if required to do so by the Commissioner of Water Supply, Gas and Electricity. Should any tests made by the said Commissioner of gas furnished by the Company show that said gas is of an inferior quality or other than that specified herein, or is being furnished at a pressure exceeding that fixed by law, the Company shall immediately remedy such defect upon notice from said Commissioner.

Fifteenth—The rates to be charged by the Company in the Borough of Queens for gas furnished by it to the City and to private consumers shall never be in excess of the following, and it is agreed that the same may be reduced by the Board, as hereinafter provided:

For gas furnished in the City for street lighting, to be used in its public buildings, or for gas furnished to any other public buildings located in the Borough of Queens, the sum of seventy-five cents per thousand cubic feet.

For furnishing gas to open-flame lamps, consuming three cubic feet of gas per hour, and burning for a period of three thousand nine hundred and fifty hours in any one year, for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, and the replacing and repairing of lamp-posts when owned by the Company, a sum not to exceed seventeen dollars (\$17) per year, and for similar services to other open-flame lamps burning a different number of cubic feet per hour, or a different number of hours per year, at proportionate rates.

For furnishing and connecting, ready for use, each mantle gas lamp with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus and all appurtenances necessary for each lamp, at each lamp, and also operating and maintaining it, including illuminant, the operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons and cross-heads thereto, and repairing and replacing of lamp-posts when owned by the Company, a sum not to exceed twenty-five dollars (\$25) for every such lamp not consuming more than three and one-half (3 1/2) cubic feet of gas per hour, for three thousand nine hundred and fifty hours in any one year, and for similar services to mantle lamps burning a different number of cubic feet per hour or a different number of hours per year at proportionate rates.

For furnishing illuminating material other than gas for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burners, burning appliances, lamp-posts, lanterns, lamp-irons and cross-heads thereto, the sum of twenty dollars (\$20) per lamp, burning three thousand nine hundred and fifty hours in any one year, and for similar service for a greater number of hours at proportionate rates.

For supplying illuminating material other than gas to, and for furnishing and connecting ready for use, each mantle lamp, with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, at each lamp, and also operating and maintaining it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto, the sum of twenty-seven dollars (\$27) per lamp burning three thousand nine hundred and fifty hours in any one year, and for similar service for a greater number of hours at proportionate rates.

For gas furnished to private consumers in that portion of the territory in which the Company is hereby granted the right to lay its mains, lying in the Third Ward of the Borough of Queens, one dollar and ten cents per thousand cubic feet during the year nineteen hundred and nine; one dollar and five cents per thousand cubic feet during the year nineteen hundred and ten, and one dollar thereafter, and in that portion of the territory in which the Company is hereby granted the right to lay its mains lying in the Fourth Ward of the Borough of Queens, the sum of one dollar per thousand cubic feet.

The Company also agrees that if in the future any new or improved style of street lighting is available for use, it will furnish the same throughout the territory in which it is hereby granted the right to operate at such reasonable prices as may be fixed by the Board, subject to the provisions of this contract.

Sixteenth—The Company shall supply gas to the public buildings and public lamps of all types situated on the line or lines of the mains of said Company throughout the territory in which it is hereby granted the right to lay its mains and furnish open flame and mantle naphtha lamps, where such mains are not laid, if required by the Commissioner of Water Supply, Gas and Electricity, and said public buildings and lamps shall be lighted when required by the City at rates not to exceed those hereinbefore set forth or as may be hereafter established by the Board. As a condition of this contract the Company binds itself to submit bids or proposals for lighting the public buildings and furnishing and lighting public lamps of all types in the entire territory in which it is granted the right to operate by this contract along the lines of its mains as they exist or may be extended, whenever the same are advertised or called for by the Commissioner of Water Supply, Gas and Electricity, or his successor in authority, at rates not exceeding those above set forth, or which may be hereafter established by the Board.

Seventeenth—The Company shall also, in any and all bids or proposals which it may hereafter submit for lighting public buildings and lamps in the Borough of Queens, agree to repair such lamp-posts as belong to the City or may be acquired or erected by it, and erect new ones at prices not to exceed the following, except as provided elsewhere in this paragraph:

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

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

For each column recalved, the sum of one dollar (\$1).

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

For each service pipe refitted, the sum of six dollars (\$6).

For each standpipe refitted, the sum of four dollars (\$4).

For discontinuing service per lamp, the sum of two dollars (\$2).

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

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

For each lamp-post painted, the sum of twenty-five cents (25 cents) per post.

For the erection of each new lamp-post, complete (with service and standpipes when for gas), and with cross-heads, lamp-irons and lanterns in place, the sum of ten dollars (\$10).

For the sale to the City of the gas lamp-posts with gas lamps belonging to the Company, erected ready for use complete with service and standpipes connected, all in good repair, per post, the sum of eight dollars (\$8).

The Company may submit bids for any or all of these items at prices not to exceed twenty-five per cent. in excess of those above set forth, or which may be hereafter fixed by the Board, whenever in the opinion of the Commissioner of Water Supply, Gas and Electricity these prices appear to be insufficient.

Eighteenth—During the term of this contract or any renewal thereof the Board shall have the power to regulate and fix the maximum and minimum rates to be charged by the Company throughout the territory in which it is hereby granted the right to lay its mains for gas for private lighting, provided such rates shall be reasonable and fair.

The maximum rates herein fixed for public lighting and for repairs and replacements of street lamps and posts shall continue until October 27, 1911, at which time and at the end of each period of five years thereafter during the term of the contract or any renewal thereof, the Board shall have the power to reduce such rates, provided such reduced rates shall be reasonable and fair.

Nineteenth—The Company shall supply gas to all applicants in the territory in which it is authorized to operate, not in arrears for prior bills, owning or occupying premises on streets in which gas mains or conductors are laid, and where the Company has not laid mains or conductors it shall lay the same upon the application, in writing, of the owner or occupant of any building or premises within one hundred feet of any main laid by it, provided he shall pay all money due from him to the Company. The Company, however, shall not refuse to supply gas to any person owning or occupying premises on the line of its mains or to extend its mains for that purpose if there be any rent or compensation in arrear for gas supplied, or for pipes or fittings furnished to a former occupant thereof, unless such owner applying for a supply of gas shall have undertaken or agreed with the former occupant to pay or to exonerate him from the payment of such arrears, and shall refuse and neglect to pay the same; and if for the space of ten days after such application, and the deposit of a reasonable sum as security, if required, in pursuance of section 63 of the Transportation Corporation Law, the Company shall refuse or neglect to supply gas as required, said Company shall forfeit and pay to the applicant the sum of ten dollars, and the further sum of five dollars for every day thereafter during which such refusal or neglect shall continue; provided that the Company shall not be required to lay service pipes for the purpose of supplying gas to any applicant where the ground in which such pipe is required to be laid shall be frozen or shall otherwise, in the opinion of the Board, present serious obstacles to laying the same; nor unless the applicant, if required, shall deposit in advance with the Company a sum of money sufficient to pay the cost of his portion of the pipe required to be laid, and the expense of laying such portion.

The Company shall not require or receive any deposit or advance payment in excess of what is reasonably necessary to insure payment of current bills, and on such amounts so paid the Company shall pay interest at the statutory rate. Any consumer or person who desires to be connected with the mains of the Company can apply to the Board to compel the Company to comply with the provisions of this contract, and all orders of the Board made on the request of any such consumer or person shall be complied with by the Company.

The provisions herein made in regard to a penalty for refusal to comply with the provisions of this subdivision of the contract, and requiring the payment of interest on deposits made by consumers, may, in the event of the refusal of the Company to comply with any order of the Board, on complaint made in regard thereto, be deducted from the security fund to be deposited with the Comptroller, as hereinafter provided, and the Comptroller is authorized to deduct the amount from the said fund and pay the same to the claimant, on being directed to do so by the Board.

The repeal or amendment of section 62 of the Transportation Corporations Law, requiring the Company to extend its mains to supply gas in any building within one

hundred feet of its existing mains, upon application for the same, shall not be deemed to in any way affect the provisions of this contract, except that if such amendment requires the Company to do something in addition to or not inconsistent with the provisions of this contract, then, and in that case, the Company shall comply with both of the provisions of this contract and the laws of the State in regard to such extensions.

Twenty-first—The Company shall assume all liability to persons or property by reason of the construction or operation of the system authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or defaults of the Company.

Twenty-second—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, either by the act of the Company, its successors or assigns, or by operation of law, whether under the provisions of the statute relating to the consolidation, merger or sale of corporations or otherwise, to any person or corporation whatsoever, nor shall the Company, its successors or assigns, in any manner consolidate or pool its stock, business or interests, or enter into any agreement for a division of business, interest or territory, or to prevent competition or a reduction in rates, or acquire, own or make use of or in any manner exercise control over any of the rights, privileges, franchises or stock, or use, own, control or operate any of the property, works, plants or appliances of any such persons or corporations without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving, or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or covenants. Nothing herein contained shall apply to any mortgagor or mere lesor, but shall apply to any purchaser upon foreclosure or under or by virtue of any provision of a mortgage or lien.

In the event of any consolidation, sale or merger with any other gas company operating in the same territory whereby any duplication of plant or mains shall be effected, such duplication shall not be included in the assets on which a return is to be provided in fixing a reasonable rate.

Twenty-third—The Company hereby agrees and stipulates that any and all rights which by its incorporation it may now have or may hereafter acquire, under the law, as it now exists or may be hereafter amended or altered, whereby it may purchase, acquire or hold stock, bonds or other evidence of indebtedness in any other corporation, are hereby waived; but the Company may exercise such rights upon acquiring the consent of the Board so to do, under such conditions as it may impose.

Twenty-fourth—The Company shall submit a report duly verified to the Board, not later than November 1 of each year, for the year ending September 30 next preceding, which shall show the following:

1. Capital authorized—
 - (a) Preferred stock.
 - (b) Common stock.
 - (c) Bonds (classes to be specified).
 - (d) Debentures.
2. Capital issued—
 - (a) Preferred stock.
 - (b) Common stock.
 - (c) Bonds (classes to be specified).
 - (d) Debentures.
3. Amount of sinking fund.
4. Amount and rate of dividends paid during year.
5. Amounts and rates of interest paid on the various classes of bonds during the year.
6. Capacity attached to piping—
 - (a) Miles of mains.
 - (b) Street lights.
 1. Open flame.
 2. Mantle lights.
 - (c) House lights.
 - (d) Meters.
 - (e) Number of consumers for light.
 - (f) Number of consumers for fuel.
7. Highest price received for gas, per thousand cubic feet.
8. Average price received for gas, per thousand cubic feet.
9. Authorized price per thousand cubic feet.
10. Amount of gas manufactured during the year.
11. Amount of gas sold during the year.
12. Detailed statement of total cost of manufacture and distribution of entire amount of gas during year, showing also cost of manufacture and distribution of same per thousand cubic feet.
13. Balance sheet showing assets and liabilities in detail.
14. Detailed statement of cost of property situated in the Borough of Queens, showing miles and size of mains, number of meters, holders, buildings, machinery, manufactory, interior piping, lamps, service connections, etc., and cost of same, including, separately, value of franchise.
15. Detailed statement of amount of depreciation on above.
16. Detailed statement of present value of above.
17. Statement showing stock and bonds owned in other companies, setting forth name of companies, date of acquiring stock, par value, amount paid for, and present value of same.
18. Statement showing number and location of factories and holders.

A detailed statement showing the kinds and quantities of residuals and the prices received for the same.

And such other information in regard to the business of the Company as may be required by the Board.

For failure to comply with the foregoing, the Company shall pay a penalty of twenty-five dollars (\$25) per day until such statement or copy of such report is rendered, and in default of such payment, the same, upon order of the Board, may be deducted from the security fund to be deposited by the Company with the Comptroller, as hereinafter provided.

Twenty-fifth—If the said Company, its successors or assigns, shall fail to give efficient public service at the rates herein fixed, or fail to maintain the standard fixed by the Board or by law, as set forth above, for the quality of gas furnished by it to the City or private consumers, or exceeds the maximum pressure allowed by law, or fail to maintain its structures in good condition throughout the full term of its occupancy of such streets, or fail to comply with any provisions of this contract, the Board may give written notice to the said Company, specifying any default on the part of said Company, and requiring said Company to remedy the same within a reasonable time, and upon the failure of the Company to remedy said default within a reasonable

time said Company shall for each day thereafter during which the default or defect remains pay to the City the sum of one hundred dollars (\$100), as fixed or liquidated damages, or the said City, in case such structures which may affect the surface of the streets, shall not be put in good condition within a reasonable time after notice by the Board, as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the said Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, or in default of such payment, the same shall be a proper charge against and may be deducted from the security fund to be deposited with the Comptroller as hereinafter provided.

If, for a period of two consecutive weeks, the gas system of the Company shall not be operated, the Board may declare the right and franchise granted by this contract terminated without further proceedings in law or in equity, if it shall appear, in the judgment of said Board, that the same was not operated through the fault of the Company.

The Company shall, in the exercising of any and all the rights conferred on it by this contract, comply with all the provisions of chapter 429 of the laws of 1907, establishing the "Public Service Commissions" of the State of New York, and all acts amendatory or additional thereto, and shall immediately upon obtaining the same, furnish to the Board, for filing among its records, a copy of the certificate required to be obtained by the Company under section 68 of such act, certified by the Commission having jurisdiction over the Company. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State.

Twenty-sixth—The Company shall at all times keep accurate books of account and shall, on or before November 1 in each year, make a verified report to the Comptroller of The City of New York of the business done by the Company for the year ending September 30 next preceding. Such report shall contain a statement of the gross receipts from all business done by the Company, together with such other information and in such form and detail as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report and may examine its officers under oath.

And the said Comptroller shall at all times have access to the plant of said Company and on reasonable notice be provided with an inventory thereof.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions of this contract, the same may be forfeited by a suit brought by the Corporation Counsel on notice of ten days to the Company, or at the option of the Board, by resolution of said Board, which said resolution may contain a provision to the effect that all property constructed and in use by virtue of this grant, shall thenceforth become the property of the City without proceedings at law or in equity.

Twenty-eighth—This grant is upon the express condition that the Company, within thirty (30) days after the execution of this contract and before anything is done in exercise of the rights conferred thereby, shall deposit with the Comptroller of the City the sum of one thousand five hundred dollars (\$1,500), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of the terms and conditions of the contract, especially those which relate to the payment of the annual charge for the franchise granted, in default of which payment of the annual charge, the Comptroller, acting in behalf of the City, shall collect same with interest from such fund after five days' notice in writing to the Company. In case of the failure of the Company to comply with the terms of this contract relating to the filing of annual statements, or its neglect or refusal to comply with any demand or direction of the Board or other municipal officials, made pursuant to the terms of this contract, or under the authority of any laws or ordinances now or hereafter in force, in such case and in any of these events the Company shall pay to the Comptroller of the City, a penalty of one hundred and twenty-five dollars (\$125) for each violation.

The procedure for the imposition and collection of the penalties in the grant shall be as follows:

The Comptroller of the City, on complaint made, shall, in writing, notify the Company, through its president, to appear before him on a certain day not less than ten days after the date of such notice, to show cause why it should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears, in the judgment of the Comptroller, to be in fault, said Comptroller shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to him to be just, and without legal procedure, withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten days' notice in writing, pay to the Comptroller of the City a sum sufficient to restore said security fund to the original amount of one thousand five hundred dollars (\$1,500), and in default thereof the contract may be revoked at the option of the Board, acting in behalf of the City. No action or proceeding or rights under the provisions of the grant shall affect any other legal rights, remedies or causes of action belonging to the City.

Twenty-ninth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then, and in such case, such other board, authority, officer or officers, shall have the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Thirty-first—The words "notice," "demand" or "direction" wherever used in this contract, shall be deemed to mean a written notice, demand or direction. Every such notice, demand or direction to be served upon the Company shall be delivered at such office in The City of New York as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at The City of New York. Delivery or mailing of such notice, demand or direction as and when above provided shall be equivalent to direct personal notice, demand or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-second—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets, avenues and highways of the territory in which the Company is authorized to operate by this contract, and nothing contained herein shall be deemed to affect in any way the right of the City to grant a similar privilege upon the same or other terms and conditions to any other person or corporation in any part of the Borough of Queens.

Thirty-third—Whenever this contract requires the Company to do or refrain from doing something in addition to or in inconsistent with the laws of the State or the ordinances of the City, the Company shall be bound to observe the provisions of the contract or any amendments or modifications of the same. This provision shall be deemed to apply to any and all orders, requests and directions of all local authorities, with powers by this contract, in addition to those conferred upon such authorities by the laws of the State and the ordinances of the City.

Sec. 3. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

By Mayor.

[SEAL.]

Attest:

City Clerk.

QUEENS LIGHTING COMPANY.

By President.

[SEAL.]

Attest:

Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by the Queens Lighting Company, and the said form of proposed contract for the grant of such franchise or right containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published for at least twenty (20) days immediately prior to September 17, 1909, in the City Record, and at least twice during the ten days immediately prior to September 17, 1909, in two daily newspapers to be designated by the Mayor therefor and published in The City of New York at the expense of the Queens Lighting Company, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the Queens Lighting Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolutions authorizing any such contract, will, at a meeting of said Board, to be held in the old Council Chamber, City Hall, Borough of Manhattan, City of New York, on September 17, 1909, at 10:30 o'clock a. m., hold a public hearing thereon, at which citizens shall be entitled to appear and be heard.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Nassau Electric Railroad Company.

The Secretary presented the following:

Report No. F-172

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,

June 29, 1909.

Hon. George B. McCULLAGH, Mayor, Chairman of the Board of Estimate and Apportionment:

Sir—At a meeting of the Board held on the 25th inst, there was presented and referred to the Chief Engineer the application of the Nassau Electric Railroad Company, dated June 15, 1909, for the right to construct and operate a double-track surface railway connecting with the existing tracks of the company at the intersection of Liberty avenue and Georgia avenue, thence along Georgia avenue to and connecting with the tracks of the Brooklyn, Queens County and Suburban Railroad Company in Georgia avenue, at or near the intersection of Georgia avenue with the northerly side line of Atlantic avenue, in the Borough of Brooklyn.

The route proposed is but little more than a block in length and is to be used as a connection between two existing surface lines.

It is recommended that September 17 be fixed as the date for the preliminary hearing, and that the Mayor be requested to designate two daily newspapers in which the notice of the hearing will be published. A report and proposed form of franchise will be prepared and presented prior to the hearing.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,

June 26, 1909.

Mr. Nelson P. Lewis, Chief Engineer.

Sir—Under date of June 15, 1909, the Nassau Electric Railroad Company petitioned the Board of Estimate and Apportionment for the right to construct, maintain and operate a double track street surface railway beginning at and connecting with the existing tracks of the company at the intersection of Liberty avenue and Georgia avenue, thence upon Georgia avenue to and connecting with the tracks of the Brooklyn, Queens County and Suburban Railroad Company in Georgia avenue at or near the intersection of Georgia avenue with the northerly side line of Atlantic avenue, in the Borough of Brooklyn.

The petition was presented to the Board June 25, 1909, and referred to the Chief Engineer.

The route proposed is only a little more than one block in length and is to be used as a connection between two existing street surface railway lines.

It is suggested that September 17 be fixed as the date for the preliminary public hearing and that the Mayor be requested to designate two daily newspapers in which the notice of such hearing must be published pursuant to law. Prior to the date of public hearing, I expect to present a report, together with the proposed form of contract.

Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

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

The petition of the Nassau Electric Railroad Company, respectfully shows:

1. Your petitioner is a street surface railroad corporation duly organized and existing under the Laws of the State of New York, and has duly made and filed, pursuant to section 20 of the Railroad Law, a statement of the names and description of the streets, roads, avenues, highways and private property in or upon which it is proposed to construct, maintain and operate extensions or branches of its railroad as herein set forth.

2. Your petitioner desires to obtain from The City of New York and hereby respectfully applies for its consent to a grant of the franchises or right to use certain streets, roads, avenues, highways or public grounds within or belonging to The City of New York for the construction and operation in and upon the surface thereof extensions or branches of its street surface railroad to consist of a double or single track surface railroad (including necessary poles, wires, conduits, connections, switches, sidings, turnouts, crossovers and suitable stands, equipment or other structures necessary for the accommodation and operation of said railroad by the overhead or other system of electricity or other motive power which may

be lawfully used upon the same), for public use and conveyance of persons and property for compensation.

3. The following is a description of the said certain streets, roads, avenues, highways, driveways or public ground within or belonging to The City of New York, in, through, upon and along which your petitioner desires to extend its railroad, to wit:

Beginning at the intersection of Liberty avenue and Georgia avenue and extending thence upon and along Georgia avenue to a connection with the double track railroad of the Brooklyn, Queens County and Suburban Railroad Company on Georgia avenue, at or about the intersection of said Georgia avenue with the northerly side of Atlantic avenue, in the Borough of Brooklyn, with suitable connections between such extended tracks and the tracks of your petitioner upon Liberty avenue, and with the tracks of the Brooklyn, Queens County and Suburban Railroad Company upon Georgia avenue at the intersection of Atlantic avenue.

4. Your petitioner proposes to operate the railroad to be constructed upon said streets and avenues by the overhead trolley system or by any other motive power other than steam locomotive power which may be approved by the Public Service Commission of the First District and consented to by the owners of property bounded upon said routes as provided by law.

5. Your petitioner submits herewith a plan showing the location of said tracks and the connection of the same with its present street surface railroad tracks upon Liberty avenue and with the present street surface railroad tracks of the Brooklyn, Queens County and Suburban Railroad Company upon Georgia avenue so as to permit of the operation of street surface railroad cars for the convenience of persons and property over said extension of its railroad.

Wherefore your petitioner prays that public notice herein of the time and place when and where this application will be first considered be given, as required by the provisions of section 92 of the Railroad Law and of all other laws applicable thereto and that the desired consent or grant be embodied in the form of a contract with all the terms and conditions as to compensation and otherwise in accordance with the provisions of the Greater New York Charter and the laws of the State.

Dated at the Borough of Brooklyn, City of New York, June 15, 1909.

THE NASSAU ELECTRIC RAILROAD COMPANY,

By T. S. WILLIAMS, Vice-President.

[SEAL.]

Attest:

C. D. MURKIN, Secretary.

City and State of New York, County of Kings.

T. S. Williams, being duly sworn deposes and says that he is the Vice-President of the Nassau Electric Railroad Company, the petitioner named in the foregoing petition; that he has read the foregoing petition and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true; that the reason why this verification is not made by the petitioner is that it is a corporation; that the deponent is an officer of the said corporation, to wit: Its Vice-President, and that the grounds of his information in regard to the matters stated in the foregoing petition, so far as the same are not within his personal knowledge, are statements made by officers or agents of the corporation to him as Vice-President thereof.

T. S. WILLIAMS.

Sworn to before me this 16th day of June, 1909.

J. H. BENNINGTON, Notary Public, Queens County.

Certificate filed in Kings County.

City and State of New York, County of Kings, as:

On this 16th day of June, in the year one thousand nine hundred and nine, before me personally came T. S. Williams, to me known, who, being by me duly sworn, did depose and say that he resided in the Town of Huntington, State of New York, that he is the Vice-President of the Nassau Electric Railroad Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by his order.

J. H. BENNINGTON, Notary Public, Queens County.

Certificate filed in Kings County.

The following was offered:

Whereas, The foregoing petition from Nassau Electric Railroad Company dated June 15, 1909, was presented to the Board of Estimate and Apportionment at a meeting held June 25, 1909.

Resolved, That, in pursuance of law this Board sets Friday, the 17th day of September, 1909, at 10:30 o'clock in the forenoon, and Room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard; and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least fourteen (14) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the City Record immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Brooklyn City Railroad Company.

The Secretary presented the following:

Report No. F-171

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,

June 29, 1909.

Hon. George B. McCULLAGH, Mayor, Chairman of the Board of Estimate and Apportionment:

Sir—At the meeting of the Board held on the 25th instant there was presented and referred to the Chief Engineer the application of the Brooklyn City Railroad Company, dated April 19, 1909, for the right to construct, maintain and operate a double track surface railway, beginning at the intersection of Avenue J and Flatbush avenue and extending along Avenue J to Utica avenue, in the Borough of Brooklyn.

The City owns the fee to only a part of Avenue J, the remainder being held by a real estate company, which company proposes to deed to the City the part of the street now owned by it.

It is suggested that the Board fix September 17, as the date for a preliminary hearing, and that the Mayor be requested to designate two daily newspapers in which the notice of the hearing will be published. Prior to the date of the hearing a report, together with a proposed form of franchise, will be presented.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,

June 26, 1909.

Mr. Nelson P. Lewis, Chief Engineer.

Sir—Under date of April 19, 1909, the Brooklyn City Railroad Company petitioned the Board for the right to construct, maintain and operate a double track street surface railway beginning at the intersection of Avenue J and Flatbush avenue and extending thence upon Avenue J to Utica avenue, in the Borough of Brooklyn.

The petition was presented to the Board on June 25, 1909, and referred to the Chief Engineer.

The fee of only a portion of the part of Avenue J traversed by this route is in the City. The remainder is owned by a real estate company, which is at the present

time developing the section through which the route runs. I am informed by the real estate company that it proposes to cede to the City the portion of Avenue J not now owned by the City.

It is suggested that the Board fix September 17 as the date for the preliminary public hearing and that the Mayor be requested to designate two daily newspapers in which the notice of public hearing will be published. Prior to the date of public hearing, I hope to be able to present a report on the application, together with the proposed form of contract for the franchise.

Respectfully,
HARRY P. NICHOLS, Engineer in Charge.

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

The petition of the Brooklyn City Railroad Company respectfully shows:

1. Your petitioner is a street surface railroad corporation duly organized and existing under the laws of the State of New York, and has duly made and filed, pursuant to section 90 of the Railroad Law, a statement of the names and description of the streets, roads, avenues, highways and private property in or upon which it is proposed to construct, maintain and operate extensions or branches of its railroad as herein set forth.

2. Your petitioner desires to obtain from The City of New York, and hereby respectfully applies for its consent to a grant of the franchise or right to use certain streets, roads, avenues, highways or public grounds within or belonging to The City of New York, for the construction and operation in and upon the surface thereof extensions or branches of its street surface railroad to consist of a double or single track surface railroad (including necessary poles, wires, conduits, connections, switches, sidings, turnouts, crossovers and suitable stands, equipment or other structures necessary for the accommodation and operation of said railroad by the overhead or other system of electricity or other motive power which may be lawfully used upon the same), for public use and conveyance of persons and property for compensation.

3. The following is a description of the said certain streets, roads, avenues, highways, driveways, or public grounds within or belonging to The City of New York, in, through, upon and along which your petitioner desires to extend its railroad, to wit:

Beginning at the intersection of Avenue J and Flatbush avenue and extending thence upon and along Avenue J to Utica avenue, in the Borough of Brooklyn, with suitable connections with the tracks of the Brooklyn City Railroad Company upon Flatbush avenue.

4. Your petitioner proposes to operate the railroad to be constructed upon said streets and avenues by the overhead trolley system or by any other motive power other than steam locomotive power which may be approved by the Public Service Commission of the First District and consented to by the owners of property bounded upon said routes as provided by law.

5. Your petitioner submits herewith a plan showing the location of said tracks and the connection of the same with its present street surface railroad tracks upon Flatbush avenue so as to permit of the operation of street surface railroad cars for the convenience of persons and property over said extension of its railroad.

Wherefore your petitioner prays that public notice herein of the time and place when and where this application will be first considered be given, as required by the provisions of section 92 of the Railroad Law, and of all other laws applicable thereto, and that the desired consent or grant be embodied in the form of a contract with all the terms and conditions as to compensation and otherwise in accordance with the provisions of the Greater New York Charter and the laws of the State.

Dated at the Borough of Brooklyn, City of New York, April 19, 1909.

THE BROOKLYN CITY RAILROAD COMPANY,
By EDWD. MERRITT, President.

[SEAL.]

Attest:
CHAS. R. GAY, Secretary.

City and State of New York, County of Kings, etc.

Edward Merritt, being duly affirmed, deposes and says that he is the president of the Brooklyn City Railroad Company, the petitioner named in the foregoing petition; that he has read the foregoing petition and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief; and that as to those matters he believes it to be true; that the reason why this verification is not made by the petitioner is that it is a corporation; that the deponent is an officer of the said corporation, to wit, its president, and that the grounds of his information in regard to the matters stated in the foregoing petition, so far as the same are not within his personal knowledge, are statements made by officers or agents of the corporation to him as president thereof.

EDWD. MERRITT.

Affirmed to before me this 19th day of April, 1909.

[SEAL.] CHAS. R. GAY, Notary Public, Kings County, N. Y.

City and State of New York, County of Kings, etc.

On this 19th day of April, in the year one thousand nine hundred and nine, before me personally came Edward Merritt, to me known, who, being by me duly affirmed, did depose and say that he resided in the Borough of Brooklyn, City of New York; that he is the president of the Brooklyn City Railroad Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors or Executive Committee of said corporation; and that he signed his name thereto by like order.

CHAS. R. GAY, Notary Public, Kings County, N. Y.

[SEAL.]

The following was offered:

Whereas, The foregoing petition from the Brooklyn City Railroad Company dated April 19, 1909, was presented to the Board of Estimate and Apportionment at a meeting held June 25, 1909.

Resolved, That in pursuance of law, this Board sets Friday, the 17th day of September, 1909, at 10:30 o'clock in the forenoon, and room 16 in the City Hall, Borough of Manhattan, as the time and place when and where such petition shall be first considered, and a public hearing be had thereon, at which citizens shall be entitled to appear and be heard; and be it further

Resolved, That the Secretary is directed to cause such petition and these resolutions to be published for at least fourteen (14) days in two daily newspapers in The City of New York, to be designated by the Mayor, and for at least ten (10) days in the City Record immediately prior to such date of public hearing. The expense of such publication to be borne by the petitioner.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, the Bronx, Queens and Richmond—16.

Long Island Railroad Company.

The Secretary presented the following:

In the Matter
of

The application of the Long Island Railroad Company to The City of New York for consent to and participation in the expenses of the construction of what is called the Woodside Run-off, Borough of Queens.

To the Board of Estimate and Apportionment:

The petitioner, the Long Island Railroad Company, respectfully shows to your Honorable Board:

1. That your petitioner is a domestic railroad corporation, owning and operating a system of steam surface railroads in the Boroughs of Brooklyn and Queens,

and generally throughout Long Island, for the transportation of persons and property.

2. That your petitioner is now engaged in the removal of the grade crossings on the portion of its line in the Borough of Queens, between Woodside avenue, Woodside, and Third street, Long Island City, in pursuance of the terms and an agreement between your petitioner, the Long Island Railroad Company, the Pennsylvania, New York and Long Island Railroad Company and The City of New York, said agreement having been approved on the part of The City of New York by the Board of Estimate and Apportionment by resolution dated June 21, 1907.

3. That your petitioner, to complete the improvement contemplated by the agreement above referred to and to eliminate certain grade crossings in the vicinity of Woodside, is desirous of constructing a "run-off" or of modifying the grade and elevation of its existing four tracks at Woodside, Borough of Queens, between Woodside avenue and the intersection of Fifth street and Stryker avenue, as shown graphically on blue prints herewith marked "A" and "B."

4. That your petitioner, to secure the immediate construction of such "run-off," and to secure the co-operation of The City of New York in such improvement, proposes, without prejudice to its legal rights in such matter and providing such proposal shall in no sense be considered as establishing any precedent,

(a) To construct, at its own expense, abutments and bridge with solid floor to carry its tracks over Woodside avenue.

(b) To extend, at its own expense, the existing abutments and bridge over Fourth street.

(c) To do, at its own expense, the necessary grading and make the requisite track changes to allow of the raising of the tracks of your petitioner to the grades and elevations shown on blue prints hereto attached marked "A" and "B."

Wherefore your petitioner respectfully asks of The City of New York:

First—That the existing grade crossing at First street never legally opened, be closed and abolished, diverting travel therefrom to a proposed new undergrade crossing at Second street; that First street, at its point of intersection with your petitioner's railroad, be closed, and that the City map be amended so as to eliminate therefrom so much of First street as is now owned by or abuts upon the property of your petitioner.

Second—That The City of New York share with your petitioner, half and half, the expense incurred in grading, building abutments and in constructing bridge to carry the existing four tracks of your petitioner over Second street, as provided for by sections 61 and 65 of the Railroad Law.

Your prompt and favorable action hereon is earnestly solicited.

Dated New York, May 3, 1909.

THE LONG ISLAND RAILROAD COMPANY.

By RALPH PETERS, President.

JOSEPH F. KEANY, Attorney for Petitioner, No. 128 Broadway, New York City.

In the matter

of

The application of the Long Island Railroad Company for the consent and permission of The City of New York to the extension of the existing abutments of the main line of the petitioner's railroad at Trotting Course lane or Woodhaven avenue, Borough of Queens.

To the Honorable the Board of Estimate and Apportionment:

The petitioner, the Long Island Railroad Company, respectfully shows to your Honorable Board:

1. That your petitioner is a domestic railroad corporation, owning and operating a system of steam surface railroads in the Boroughs of Brooklyn and Queens, and generally throughout Long Island, for the transportation of persons and property.

2. That your petitioner is now engaged in the reconstruction, at its own expense, of its main line of railroad, between Denison and Winfield, in the Borough of Queens, a distance of over four miles, to conform to grades of streets as shown on the City map.

3. That in said work your petitioner has been and is now at great expense reconstructing bridges over existing streets to conform to new proposed widths of City highways at Yellowstone avenue, at Caldwell avenue and at Grand street, said streets being located within the territory above named; that said reconstruction of bridges, at the expense of your petitioner, will involve the expenditure of about one hundred and twenty-five thousand dollars (\$125,000).

4. That the work of changing the railroad grades in such manner as to conform with the City map, as aforesaid, will enable the City, in its future development of its street system or the opening of new streets throughout this territory, to avoid grade crossings, at a minimum of expense to the City.

5. That your petitioner, in the extensive construction work which it is now doing at its own expense, is not only anticipating the future needs of the City in the grades and location of its streets, but is, as hereinabove set forth, prosecuting said improvement on broad lines and in conformity with the ultimate plans of the City throughout this section.

6. That to carry out the plans of your petitioner it is necessary to construct four additional tracks on the north side of the two now existing over Woodhaven avenue or Trotting Course lane.

Wherefore your petitioner respectfully asks of your Honorable Board permission to extend, at its own expense, existing abutments in a northerly direction a sufficient space to carry four additional tracks over Trotting Course lane or Woodhaven avenue, as shown graphically on blue print marked "A," hereto attached and made part of this petition, said abutments and extension of existing hedge to remain in the location shown on said blue print until such time as The City of New York takes title to and commences the physical improvement of said Woodhaven avenue to one hundred (100) feet in width, as your petitioner is informed and believes it is ultimately proposed to do.

Your petitioner respectfully urges the prompt and favorable consideration of the foregoing petition, in order that the work of improvement may not be unduly delayed, and respectfully urges such action by your Honorable Board as may be effectual to carry out the prayer of this petition.

Dated New York, May 3, 1909.

THE LONG ISLAND RAILROAD COMPANY.

By RALPH PETERS, President.

JOSEPH F. KEANY, Attorney for Petitioner, No. 128 Broadway, New York City.

THE LONG ISLAND RAILROAD COMPANY.

OFFICE OF THE PRESIDENT AND GENERAL MANAGER,

LONG ISLAND CITY, N. Y.—April 28, 1909.

The Board of Estimate and Apportionment, City of New York:

GENTLEMEN—In 1903-4 this company, in order to properly care for its increased freight business and to improve the operation of its passenger service, constructed a large freight yard at Hollis and St. Albans. The company purchased all of the property within the boundaries of the yard, and particularly the property between Fulton street and South street and Hamilton avenue and Farmers avenue.

As all the property on both sides of Hamilton avenue, between Fulton and South streets, was acquired, the company, acting under authority of the Borough government, laid various tracks across what had been known as Hamilton avenue. While the street was not actually closed to travel, at the same time the frequent movement of cars and engines over it has made it dangerous and impracticable for general use. Within the past year the citizens of Hollis have brought various actions against the railroad company in connection with the noise, smoke, etc., caused by the operation of this yard, and have in addition greatly agitated the question of obstructing Hamilton avenue.

The railroad company has not attempted to act without authority in laying track across this street, but unfortunately the permit from the Borough President cannot be located, and we are placed in a false position. We have, however, been in consultation with the Borough President and Borough Engineers for the last six months as to the best way to dispose of the matter.

In view of the foregoing, therefore, the Long Island Railroad Company hereby makes application to have Hamilton avenue, between Fulton street and South street, officially closed, with the understanding that at any time in the future when the growth of the community warrants it the railroad company will put Hamilton avenue under the railroad tracks between the points named, or if your Board should so decide, we

will put an overhead or undergrade crossing to the west of Hamilton avenue, near the junction of the two lines, where, in our opinion, it is needed more than at Hamilton avenue, and in addition will join the City in eliminating the grade crossing at Old Country road and Farmers avenue.

For your better understanding, I attach hereto a map showing the situation.
Respectfully submitted,

Yours truly,

RALPH PETERS, President and General Manager.

In the matter

of

The application of the Long Island Railroad Company to The City of New York for consent to temporarily construct, maintain and operate four additional tracks at grade across Maurice avenue, in the Borough of Queens.

To the Board of Estimate and Apportionment:

The petition of the Long Island Railroad Company respectfully shows to your Honorable Board:

1. That your petitioner is a domestic railroad corporation owning and operating a system of steam-surface railroads in the Boroughs of Brooklyn and Queens and generally throughout Long Island for the transportation of persons and property.

2. That your petitioner, in the conduct of its said business and the transportation of persons and property over its lines between Woodside and Winfield, in the Borough of Queens, requires additional track facilities; that said tracks cannot be permanently located so as to avoid existing grade crossings until the plans for the relocation of its existing line in connection with the development of the City street system between Winfield and Woodside have been finally determined upon and work begun by both the railroad company and the City.

3. Your petitioner respectfully asks for the consent and approval of your Honorable Board in the construction, maintenance and operation of four additional tracks at grade across Maurice avenue as now laid out, it being understood and agreed that your petitioner will assume all expense of relocating at a new grade said four additional tracks for the construction, maintenance and operation of which permission is hereby sought, whenever it becomes necessary to change the grade of said tracks, and to comply with the proposed grade crossing eliminations between said Winfield and Woodside. In addition, your petitioner agrees to properly protect travel over said Maurice avenue at its own expense, by means of crossing watchmen, or in such other manner as may be required by the Public Service Commission.

The prompt and favorable consideration of this petition by your Honorable Board is respectfully urged in order that your petitioner's plans for improvement may not be delayed during the ensuing recess of the Board.

Dated New York, June 8, 1909.

Respectfully submitted,

THE LONG ISLAND RAILROAD COMPANY,

By RALPH PETERS, President.

JOSEPH F. KEANY, Attorney for Petitioner, No. 128 Broadway, New York City.

THE LONG ISLAND RAILROAD COMPANY,
OFFICE OF THE PRESIDENT AND GENERAL MANAGER,
LONG ISLAND CITY, N. Y., June 1, 1909.

To the Board of Estimate and Apportionment, City of New York, No. 277 Broadway, New York:

GENTLEMEN.—As you possibly may know, the Long Island Railroad Company is now engaged in constructing the Maple Grove Cut-off in the Borough of Queens; modifying the grade of its existing tracks on its main line, between Dunton and Winfield to conform to grades desired by the City Engineers; and adding two additional tracks throughout this same territory.

At Metropolitan avenue, Hillside avenue and at Jamaica avenue or Fulton street, it is proposed to erect new steel and concrete structures to carry the two proposed additional tracks over each of the above named streets, all as of a width between house lines of one hundred (100) feet. This the railroad company proposes to do, entirely at its own expense, and to provide now at Metropolitan avenue and at Jamaica avenue or Fulton street for spanning the proposed new street widths so far as the two new tracks are concerned.

On account of the length and size of structures required however to span these one hundred (100) foot streets, it will be necessary to place column supports, and the usual foundation, below the street level, just inside the curb lines at each of the three streets in question, and at Metropolitan and Hillside avenues similar supports on the centre line of the streets, all as shown graphically and in more detail on the accompanying duplicate blue prints of the following drawings:

G. 93, Drawing 1 and 4.
G. 94, Drawing 1 and 3.
G. 95, Drawing 1 and 3.

The Long Island Railroad Company therefore respectfully requests from your Honorable Board the necessary consent of The City of New York to the construction and maintenance of the column supports above referred to.

Very truly yours,

RALPH PETERS, President and General Manager.

LONG ISLAND RAILROAD COMPANY,
LAW DEPARTMENT, No. 128 BROADWAY,
NEW YORK, June 8, 1909.

HON. NELSON P. LEWIS, Chief Engineer, Board of Estimate and Apportionment:

Dear Mr. Lewis.—Mr. Peters, upon his return to the office after his conference this morning with the Mayor and yourself, asks me to submit to you a memorandum or statement covering the authority or right of the Long Island Railroad Company to construct, maintain and operate additional main line tracks. I understand from Mr. Peters that you desire this statement to-day for submission to the Corporation Counsel.

The original charter of the Long Island Railroad Company will be found in chapter 178 of the Laws of 1834, being An Act to incorporate the Long Island Railroad Company. Section 2 of that act provides as follows:

"The said corporation shall have the right to construct, and during its existence to maintain and continue, a railroad or railroads, with a single or double track, and with such appendages as may be deemed necessary for the convenient use of the same, commencing at any eligible point adjoining Southold Bay, in or near the village of Greenport, in the County of Suffolk, and extending from thence, on the most practicable route, through or near the middle of Long Island, to a point on the water's edge in the Village of Brooklyn, in the County of Kings, to be designated by the trustees of that village and to a point on the water's edge in the Village of Williamsburg in the said County of Kings, to be designated by the trustees of that village, and in like manner to construct, maintain and continue a branch railroad from the said main road to Sag Harbor."

Among the amendments to said charter you will find An Act to amend the charter of the Long Island Railroad Company, being chapter 65 of the Laws of 1860. Section 1 of that act is as follows:

"The Long Island Railroad Company is hereby authorized to construct or extend their railroad from Jamaica to the East River at or near Hunters Point, in Queens County, and to maintain, operate and hold the same, under the provisions of its charter and the provisions of the act to authorize the formation of railroad corporations, and to regulate the same, passed April second, eighteen hundred and fifty, with the amendments thereto."

In addition to the powers thus conferred by its charter the Railroad Law, section 7, contains the following:

"* * * Every railroad corporation shall have the power from time to time to make and use upon or in connection with any railroad either owned or operated by it, such additions, betterments and facilities as may be necessary or convenient for the better management, maintenance or operation of any such railroad, and shall have the right by purchase or by condemnation to acquire any real property required therefor, and it shall also have the right of condemnation in the following additional cases:

"* * * Where it shall require for any railroad owned or operated by it any further rights in lands or the use of lands for additional main tracks or for branches, sidings,

switches or turnouts or for connections or for cut-offs or for shortening or straightening or improving the line or grade of its road or any part thereof. * * *

If, after reading the foregoing extracts, there is any doubt in your mind or in that of the Corporation Counsel as to the right of the Long Island Railroad Company to construct, maintain and operate additional main line tracks, I should be glad to discuss the matter further, but as Mr. Peters has stated to me that you desired to have to-day some reference to the statutes authorizing such construction on the part of this company I have not gone into the matter at any great length. I am, however, entirely at your service in the matter.

Very truly yours,

JOSEPH F. KEANY, Attorney.

REPORT No. F-173.

BOARD OF ESTIMATE AND APPORTIONMENT,

OFFICE OF THE CITY ENGINEER,

June 30, 1909.

HON. GEORGE B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

Six—Five applications from the Long Island Railroad Company have at various times between April 28 and June 1, 1909, been submitted to the Board of Estimate and Apportionment, four of them relating to proposed improvements along the main line of the Long Island Railroad Company, between Woodside and Jamaica, and one of them relating to the closing of Hamilton avenue, between Fulton and South streets, between Jamaica and Hollis. These applications are the subject of a report, dated June 15, 1909, from the Engineer in charge of the Division of Franchises.

The report discusses in considerable detail the various applications, two of which, however, namely, the one relating to the Woodside run-off and the establishment of a new crossing at Second street, toward the expense of which the City is expected to contribute, and the extension of the abutments of the present bridge over Trotting Course lane, or Woodhaven avenue, have been verbally withdrawn by the company, which in the former case has agreed to build an overhead bridge at Second street entirely at its own expense and to place the abutments for the bridge over Woodhaven avenue on the lines of the street as widened.

These requests all involve comprehensive plans of the company for increasing its facilities by increasing the number of tracks from two to four or six, and in every instance a question has arisen as to whether or not the company has the right to lay additional tracks across public streets without obtaining additional rights or privileges. This question has already been submitted to the Corporation Counsel for advice, and it is impossible, therefore, to recommend any action by the Board until such advice shall have been received. Mr. Nichols takes the broad ground that if such additional rights have to be acquired by the Company, the City should exact as compensation for the privilege an agreement under which the entire cost of the bridges over streets existing at the present time would be paid by the railroad company. I believe that this is properly the subject for negotiation with the Long Island Railroad Company, and while I do not agree in all of the suggestions contained in Mr. Nichols' report, I believe that it can be made the basis for negotiations which may lead to a definite understanding as to how the improvements contemplated by the Long Island Railroad Company can be carried out with respect to the City plan as already adopted or as it will be completed. Additional facilities are undoubtedly needed, and upon them and upon the treatment of the streets in connection with them will depend in large measure the future development of the Borough of Queens and the area of Long Island immediately adjoining it.

I do not see, therefore, that any action can be taken at the present time or until the Corporation Counsel has advised the Board as to the right of the company to lay additional tracks. The most necessary of those improvements is what is known as the Woodside run-off, and in this case I believe that a plan of action which will not involve any consents or authorizations by the Board of Estimate and Apportionment has been pointed out to the railroad company and will be followed.

Respectfully,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 201, NO. 277 BROADWAY,
June 15, 1909.

MR. NELSON P. LEWIS, Chief Engineer:

SIR.—The Long Island Railroad Company has presented five applications for various rights in the Borough of Queens, as follows:

First—Application dated May 3, 1909, asking for the consent of the City and the participation by the City in the expense of constructing a run-off or of modifying the grade and elevation of its existing tracks at Woodside in such manner as to permit of a connection between said existing tracks and the tracks emerging from the Sunnyside yard.

Second—Application under date of May 3, 1909, requesting permission to extend, at its own expense, the existing abutments at Trotting Course lane, or Woodhaven avenue, a sufficient distance in a northerly direction to permit of the construction of four additional tracks thereon.

Third—Application dated April 28, 1909, requesting that Hamilton avenue, between Fulton street and South street, be officially closed.

Fourth—Application dated June 8, 1909, for the consent of the City to the construction, maintenance and operation of four additional tracks at grade across Maurice avenue, as now laid out.

Fifth—Application dated June 1, 1909, for the consent of the City to the construction and maintenance by the company of columns, with the necessary foundations, within the lines of Metropolitan, Hillside and Jamaica avenues, for the purpose of supporting new bridges to be erected over these streets.

All of the above applications have been referred to this Division, and on account of their intimate connection, have been made the subject of one report. Considering each of these applications in detail, the following facts appear:

1. Woodside Run-off.

This petition recites that the company is engaged in the removal of grade crossings on the portion of its line between Woodside avenue, Woodside, and Third street, Long Island City, pursuant to the terms of an agreement entered into between the Long Island Railroad Company, the Pennsylvania, New York and Long Island Railroad Company and the City, under date of June 21, 1907, and that in order to complete the improvement contemplated by such agreement and to eliminate certain other grade crossings in the vicinity of Woodside, the company is desirous of constructing a run-off or of modifying the grade and elevation of the existing four tracks between Woodside avenue and the intersection of Fifth street and Riker avenue.

In order to secure the immediate construction of such run-off and the co-operation of the City in the contemplated improvement, the company proposes, that without prejudice to its legal rights and with the understanding that the proposition shall in no case be considered as establishing a precedent, to perform the following work:

(a) To construct, at its own expense, abutments and bridge with solid floor to carry its tracks over Woodside avenue.

(b) To extend, at its own expense, the existing abutments and bridge over Fourth street.

(c) At its own expense to do the necessary grading and make the requisite track changes to permit of the raising of the tracks to their new position.

In order to carry out this work, the company asks:

1. That the existing grade crossing at First street be closed and abolished, and First street, at its point of intersection with the railroad, be closed, and the City map be amended so as to eliminate therefrom so much of First street as shown thereon as is now owned by or abuts upon the property of the company.

2. That the City share with the petitioner, half and half, the expense incurred in grading, building abutments and in constructing a bridge to carry the existing four tracks of the company over Second street.

By the above referred to agreement of June 21, 1907, relating to the Sunnyside Yard, and terminal of the company lying within the area bounded by Woodside avenue, Riker avenue, Laurel Hill avenue, Skillman avenue, Hunters Point avenue, East avenue and Jackson avenue, the City is obligated to perform the following acts: Discontinue and close portions of fifty streets within the limits of the Sunnyside Yard; change the grades of portions of fifteen streets; sell and convey to the company the portions of the streets and avenues discontinued and closed. The company under this

agreement is to construct five bridges or viaducts at certain designated localities, and to pay one-half the cost of constructing the foundations, abutments, piers and superstructures of a viaduct or bridge and the approach thereto, over a portion of the Sunnyside Yard, from Skillman avenue and School street to and connecting with the approach to the Queensboro Bridge at or near Jackson avenue and Jane street.

The tracks of the Pennsylvania, New York and Long Island Railroad through Sunnyside Yard, constructed pursuant to the above agreement, terminate at Woodside avenue at an elevation of about sixteen feet above the tracks of the North Shore Division and main line of the Long Island Railroad which, as at present constructed, has two tracks crossing Woodside avenue at grade. The object of the present application is therefore to afford a connection between the tracks leaving the yard and the Long Island Railroad main line tracks.

The bridges proposed to be built at Woodside avenue and Second street will be approximately one hundred feet in width, and it is proposed to widen the existing bridge at Fourth street to the same width, thus affording space on these structures for the construction of a six-track road.

Under date of March 11, 1908, the Long Island Railroad Company addressed a communication to the Board, in which it placed before the City a proposition for a change of its main line between the easterly end of the Sunnyside Yard and a point near Grand street, a distance of about two miles; the objects in view being to straighten the line of the company, improve its grade and to eliminate the dangerous grade crossing at Thomson avenue, and also to provide for overhead or underneath crossings of all streets in the future. The proposition, as presented by the company, proposed that the City should bear one-half the expense of eliminating existing grade crossings, the cost of this work being estimated at about \$1,015,000. In a report of this division in relation to the above under date of April 27, 1908, it was pointed out that similar agreements had been made between the City and railroad companies, notably the Atlantic Avenue Improvement, and the Bay Ridge and Brighton Beach Improvements, and that the City's share of the cost of these works would amount to \$3,750,000, and that the financial condition of the City was not such at that time as to make it practicable for it to enter into any further agreements of this nature. It was also pointed out that in each instance the railroad company had, under the laws, and at large expense to the City, increased its facilities by laying additional main line tracks, all under the guise of removing grade crossings. It was recommended in this report that the proposition of the company be declined, and that the elimination of the existing grade crossings be left for by the Long Island Company and by the street surface railroads then having applications pending for franchises over the streets on which these crossings existed.

The present position would therefore appear to be but a makeshift to secure temporarily a portion of the results sought to be obtained by the proposition of March, 1908.

The immediate construction of this run-off, however, appears to be necessary in order to permit the company to continue the uninterrupted operation of its trains, and to afford a means of making a connection between the tracks which are to be constructed through the Sunnyside Yard and those on the existing line of the company east of said yard. It is therefore suggested that an agreement be entered into with the company for the necessary temporary change of grade of the company's tracks at this point, but that no action be taken for the present upon the application as presented. Any such agreement that may be entered into to contain a stipulation to the effect that when the company's rights to construct additional tracks shall be finally determined, application shall be made for the necessary permanent changes.

2. Trotting Course Lane.

The second of the petitions states that the company is engaged in the reconstruction at its own expense of its main line between Damon and Winfield, a distance of over four miles, in conformity to the established grades of the streets crossed, and that in carrying out such work, the petitioner is at great expense reconstructing bridges over existing streets, in order that such bridges may accord with the proposed width of these streets at Yellowston and Cambellwell avenues and Grand street, and that in order to carry out the plans of the company, it is necessary to construct four additional tracks on the north side of the two now existing over Woodhaven avenue or Trotting Course lane. In order to construct these additional tracks, the company requests the permission of the Board to extend, at its own expense, the existing abutments at this point in a northerly direction a sufficient space to allow it to carry such extra tracks; the abutments and extension of the existing bridge to remain in their present location until such time as the City takes title to and commences the physical improvement of Woodhaven avenue to one hundred feet in width.

Trotting Course lane or Woodhaven avenue, as at present opened and in use, is a street about forty feet in width, having a travelled roadway about twenty or twenty-two feet wide, but, as stated above, will ultimately be opened and laid out as a street of one hundred feet in width. The abutments of the existing bridge carrying the tracks of the railroad company are built within the lines of the travelled roadway, and the application now presented is for the purpose of extending this narrow passageway of about sixteen feet between abutments to a length of one hundred feet or over. The presence of this sixteen-foot wide passageway for a length of one hundred or more feet, while possibly not objectionable at the present time, can not fail to become so in the near future, and its removal would be necessary before the street could be opened to its full width of one hundred feet.

It is stated in the petition, the company in the improvements it now has underway, "is not only anticipating the future needs of the City in the grades and locations of its streets, but is prosecuting said improvement on broad lines and in conformity with the ultimate plans of the City throughout this section," it would seem desirable that this bridge should not be constructed as proposed, but rather that the abutments for it should be placed on the side lines of the proposed one hundred-foot street. It is not meant by this that the construction of the bridge should be delayed until such time as the actual widening of the street is undertaken by the City, but that such widening be anticipated and the bridge constructed to conform with the lines and grades laid down by the Queens Borough authorities for the contemplated one hundred-foot street.

History of the Company as Related to the Above Applications.

The history of the Long Island Railroad Company in the Borough of Queens, consisting of the main line between Long Island City and Jamaica with its various branches to Flushing, Whitestone, Rockaway and other points, is greatly involved, but from investigations thus far made the following facts appear:

The New York and Jamaica Railroad Company was organized August 30, 1859, for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property upon a route described in its articles of association filed with the Secretary of State September 3, 1859, as follows:

"From the termination of the Long Island Railroad at Jamaica, and along the west side of the Brooklyn and Jamaica Railroad to New VanWyck avenue, thence to the Flushing Railroad at Winfield, thence across the Flushing Railroad to Jacks Creek, thence across Jacks Creek to the East River (upon the south side of the Thirty-fourth street ferry) at Hunters Point."

The New York and Jamaica Company was organized and incorporated pursuant to a contract made in 1859 between the Long Island Railroad and Mr. E. B. Litchfield to build a line from Jamaica to Hunters Point. Chapter 65 of the Laws of 1860 amended the charter of the Long Island Railroad Company (chapter 178, Laws of 1854) by authorizing the company to extend its railroad from Jamaica to the East River at or near Hunters Point or at its option to purchase the New York and Jamaica Railroad then in course of construction between the above named points. After the passage of this act it was decided by the directors of the Long Island Company that its corporate powers should be extended to include the new road and that the corporate existence of the New York and Jamaica Company be discontinued. Mr. Litchfield having defaulted upon his contract, the road was completed by the Long Island Company, and opened to travel May 9, 1861, and has since been operated as a portion of the main line of the company, and constitutes two of the four tracks named in the Woodside run-off petition and the two existing tracks at Trotting Course lane.

First street, Woodside, is crossed by three tracks which expand into four on the easterly side of this street. These four tracks extend to the point east of the Winfield Station where the branch to Flushing, Whitestone and Port Washington and intermediate points diverges from the main line. The additional two tracks between Woodside and Winfield appear to have been constructed by the Flushing Railroad Company which filed articles of association March 3, 1852, for the purpose of constructing a railroad from Hunters Point to Flushing. A line was built by this com-

pany from Main street, Flushing, to Newtown Creek, and thence along the easterly side of said creek to the East River. About 1858 a first mortgage on the property of this company was foreclosed and the road was sold thereunder and reorganized as the New York and Flushing Railroad Company, which filed articles of association March 22, 1859.

April 3, 1868, the Flushing and North Side Railroad Company filed articles of association. Chapter 142 of the Laws of 1869 authorized this company to purchase and hold the stock of the Flushing and Woodside Company (articles of association filed February 24, 1864), for the purpose of consolidating the two companies. This act further authorized the directors of the Flushing and North Side Company to issue its stock to any of the stockholders of the Flushing and Woodside Company to an amount equal to the amount of stock held by such stockholder and to accept a transfer of the stock of the Woodside Company from any such stockholder. Whenever the North Side Company should become the owners of all of the stock of the Woodside Company, the President and not less than two of the directors of the Woodside Company were empowered to make affidavit to that effect and file the same in the office of the Secretary of State and thereupon the Flushing and Woodside Company and the Flushing and North Side Company should be consolidated into one corporation under the name of the latter company, and the North Side Company was to become vested with all of the property, corporate rights and powers and franchises of the Woodside Company, and upon such consolidation the corporate existence of the Flushing and Woodside Company was to cease and determine. A certificate of the directors of the Woodside Company that the entire capital stock of that company had been acquired by the North Side was subsequently filed with the Secretary of State.

The act of 1869 further provided that the Flushing and North Side Company might purchase and hold such part of the railroad owned by the New York and Flushing Railroad Company as might be agreed upon between the directors of the two companies, and authorized the President and Secretary of the New York and Flushing Company to execute a deed of conveyance to the Flushing and North Side Company of such part of its road, rights and franchises as might be so agreed upon. Pursuant to this provision the New York and Flushing Company conveyed to the Flushing and North Side Company that portion of its road lying between Flushing and Winfield. In 1880 the Flushing and North Side Railroad Company was sold under foreclosure and title thereto taken by Egisto P. Faber and Charles Knoblauch, who on April 1, 1881, conveyed the same to the Long Island City and Flushing Railroad Company, which had filed articles of association March 21, 1881, and was a reorganization of the Flushing and North Side Railroad Company. On April 2, 1889, a certificate of the surrender of the capital stock of the Long Island City and Flushing Company to the Long Island Railroad Company was filed with the Secretary of State.

From the above it would appear that the company is operating its main line from Long Island City to Jamaica, a distance of approximately nine miles, as a two track road under the rights originally obtained by the New York and Jamaica Railroad Company, and that the additional two tracks between Woodside and Winfield, a distance of about one mile, were constructed under the charter of the Flushing Railroad Company.

The company, however, in a communication under date of June 6, 1909, claims the right to construct, maintain and operate additional main line tracks under its original charter, chapter 178, Laws of 1854, as amended by chapter 65, Laws of 1860, and by virtue of section 7 of the Railroad Law, and quotes in support of this contention the following extracts from said section 7 of the Railroad Law as amended by chapter 727, Laws of 1905:

"Every railroad corporation shall have the power from time to time to make and use upon or in connection with any railroad either owned or operated by it, such additions, betterments and facilities as may be necessary or convenient for the better management, maintenance or operation of any such railroad, and shall have the right by purchase or by condemnation to acquire any real property required therefor, and it shall also have the right of compensation in the following additional cases:

"3. Where it shall require for any railroad owned or operated by it any further rights to lands or the use of lands for additional main line tracks or for branches, sidings, switches or turnouts or for connections or for cut-offs or for shunting or switching or improving the line or grade of its road or any part thereof."

It does not seem that this amendment to the General Railroad Law can be construed as amending the charter of the Company in such manner as to permit of an increase in its tracks from two to six.

In addition to the lines mentioned above, the company on its many and various branches is operating over forty miles of track within the Borough of Queens. In order to write the history of each of these different branches an exhaustive study of practically the entire system of the company would be necessary, and as such history does not appear to be pertinent or absolutely necessary for the consideration of the applications now under discussion, it has not been gone into in detail at this time.

3. Closing of Hamilton Avenue.

The company states in this petition that in 1903 and 1904, in order to properly care for its increased freight business, and to improve the operation of its passenger service, it purchased the property bounded by Fulton street, Smith street, Hamilton avenue and Farmers avenue, and consisting on a portion of this territory a large freight yard. Having acquired the property on both sides of Hamilton avenue, between Fulton and South streets, the company, acting under the authority of a permit issued by the Queens Borough officials, laid various tracks across Hamilton avenue. The permit under which these tracks were laid is stated to have been obtained and the company in consequence has largely been in consultation with the President of the Borough of Queens and his engineers in order to devise some way in which to satisfactorily dispose of this matter, and as a result of such conference the petition under discussion has been made. This petition further states that while by the construction of these tracks the street has not been actually closed to travel, at the same time the frequent movement of cars and engines over it has made it dangerous and impracticable for general use, and the company requests that Hamilton avenue between Fulton street and South street be officially closed with the understanding that at any time in the future when the growth of the community shall warrant it, the company will carry Hamilton avenue under the existing railroad tracks between the above named points, or if the Board should so decide, will construct an overhead or undergrade crossing west of said Hamilton avenue, and in addition will join with the City in eliminating the grade crossing at Old County road and Farmers avenue.

In your communication of May 17, 1909, transmitting the petition to this division, you state:

"It appears that Hamilton avenue is a legal street, and had a well established crossing of the Long Island Railroad tracks at grade, that additional tracks have from time to time been added until there are now sixteen freight and storage tracks in addition to the two main tracks, these covering about 270 feet of the street. While there is a roadway 12 feet in width it is practically impossible to use it, and from an inspection made on May 10 covering three hours it was not possible within that time to cross the tracks."

The two main tracks of the company at this point would appear to be a portion of the line of the company constructed pursuant to its original charter, namely, chapter 178 of the Laws of 1854, which granted the company permission.

"To construct and during its existence to maintain and continue a railroad or railroads with a single or double track and with such appendages as may be deemed necessary for the convenient use of the same, commencing at any eligible point adjoining Southold Bay in or near the Village of Greenvale, in the County of Suffolk and extending from thence on the most practicable route through or near the middle of Long Island to a point on the water's edge in the Village of Brooklyn."

Pursuant thereto, the company constructed a single track road from Jamaica to Hicksville, between the date of its charter, April 24, 1854, and March, 1857, and subsequently constructed a second track. The company would, therefore, seem to have exercised its full prerogatives under its charter.

About 1,800 feet west of Hamilton avenue is the Rockaway Junction station; at this point the line marked "Montauk Division" on the blue print submitted with the application, diverges from the main line and runs in a southerly direction to Springfield Junction. A connection has been made between the tracks of the Montauk Division and the main line from a point on said Montauk Division about 2,100 feet south of South street, and thence running in a general northerly direction and crossing said South street at a point immediately east of Hamilton avenue, and thence curving to the east and connecting with the main line at a point at or near Hollis station and about 3,000 feet east of Hamilton avenue.

The tracks of the Montauk Division would appear to be a portion of the line of the New York and Rockaway Railroad Company. This company filed articles of association December 30, 1870, under the General Law of 1850, for the purpose of constructing a railroad from Jamaica to Rockaway. In April, 1871, the property of this company was mortgaged, and in May, 1903, the mortgaged premises, consisting of the line of railroad as located and built at the date of the mortgage, namely, from a point of junction with the Long Island Railroad in the Village of Jamaica to Far Rockaway, was sold under foreclosure, and the purchaser, with others, organized a company under the name of the Jamaica and South Shore Railroad Company, and conveyed to it the property of the New York and Rockaway Company. This new company filed its certificate of incorporation under the Stock Corporation Law with the Secretary of State December 18, 1903, and is, therefore, not a railroad company within the meaning of the law, but a holding company.

It is stated in the report of the State Board of Railroad Commissioners for the year 1897 that the New York and Rockaway Railroad Company was leased to the Long Island Railroad March 2, 1871.

In a communication from the attorney for the Long Island Railroad Company under date of January 9, 1906, it is stated that the line of the New York and Rockaway Company was located from what is now known as Rockaway Junction, and thence ran southerly in a nearly direct line to Springfield Junction and the Village of Far Rockaway, and that the road was built and operated, and that the Long Island Railroad Company operates its Montauk Division over that portion of the line lying between said Springfield and Rockaway Junctions.

I have been unable to find any authority for the construction of the connection between the tracks of the Montauk Division and the main line, as described above.

While it is true that the General Railroad Law of 1850 and the present law both provide that one road might unite its tracks with those of another road "at any point in its route, and upon the grounds of such other railroad company, with the necessary turnouts, sidings and switches and other conveniences in furtherance of the objects of its connection," still, inasmuch as the tracks of this connection cross South street, it would seem that the consent of either the Municipal or local authorities, depending upon which had jurisdiction at the time these tracks were laid, should have been obtained. In this connection it may be noted that the Company has constructed abutments at this crossing with the evident intention of ultimately removing the existing grade crossing.

Nor does there appear to have been any authority for the sixteen additional tracks laid across Hamilton avenue other than that conferred by the permit issued by the Borough President.

Article 1, section 11 of the Railroad Law provided at the time these tracks were laid, and also provides at the present time, in part, as follows:

"No railroad corporation shall erect any bridge *** nor shall it construct its road in upon or across any street of any city without the assent of the corporation of said city."

From information obtained from the Topographical Bureau of the Borough of Queens, it appears that Hamilton avenue or street was adopted as a public highway by the Commissioners of Highways of the Town of Jamaica on April 19, 1851, and is shown on various old maps. From this it would seem that at the time these additional tracks were laid across it, Hamilton street or avenue was a legally opened street, and application for permission to construct said tracks within the lines of this street should have been made to the Board of Estimate and Apportionment as the franchise granting body of the City government.

In its petition for the closing of this street, the Company submits three propositions as to the acts it will perform in return for such closing:

1. At such time in the future as it may be warranted to carry Hamilton avenue under its tracks.

2. In lieu of the above, to construct an overhead or undergrade crossing at a point west of Hamilton avenue.

3. In addition to either of the foregoing, to join with the City in the cost of eliminating the existing grade crossing at the intersection of Old County road and Farmers avenue.

In regard to the first and second of the above propositions, it is to be observed that at the present time to the west of Hamilton avenue there is no connecting street between Fulton and South streets, for a distance of approximately 2,400 feet, or at Farmers street, to the east of Hamilton avenue, the only crossing is at the intersection of Old County road and Farmers avenue, mentioned above, a distance of about 2,350 feet thereto. There are, therefore, but three existing crossings in a distance of nearly a mile, and as the one at Hamilton avenue, located approximately midway between the other two, is practically useless on account of the large number of tracks and frequent passage of teams over the same, it would seem that any improvement to be made at this point should be made at once.

No local maps have as yet been adopted for this section, but undoubtedly when such maps are adopted provision will be made thereon for other crossings, both to the west and east of Hamilton avenue, although the presence of the large freight yard which these streets will have to cross may indefinitely delay their opening across such yard. The elimination of the grade crossing at Farmers avenue, contemplated by the third of the above propositions, likewise appears to be a necessary improvement which should be made at once. At present this street is crossed by the two tracks of the main line, and two additional tracks emerging from the freight yard, making four in all. This crossing is located at one of the points of entrance to the freight yard, and will undoubtedly in the near future become as a grade crossing nearly as useless to the general public as the one at Hamilton avenue. Inasmuch as the existing grade crossing at South street, near Hamilton avenue, at one of the other entrances to the freight yard, is being eliminated by the Company, apparently at its own expense, it would seem that with equal propriety the Company might also bear the full cost of eliminating the existing grade crossing at Farmers avenue.

4. Additional tracks at grade across Maurice avenue.

This petition recites that the company, in the operation of its system of steam surface railroads in the Boroughs of Brooklyn and Queens and generally throughout Long Island, requires additional track facilities in connection with the transportation of persons and property between Woodside and Winfield, and that said tracks cannot be permanently located so as to avoid existing grade crossings until such time as the plans for the relocation of its existing line in connection with the development of the City street system between the above named points have been finally determined upon and work begun by both the City and the company. The company, therefore, asks that the consent of the City be given to the construction, maintenance and operation of four additional tracks at grade across Maurice avenue, as now laid out, with the stipulation that the company will assume all expenses of relocating at a new grade said four additional tracks whenever it becomes necessary to make such relocation in order to comply with the proposed grade crossing elimination between Winfield and Woodside. The company also agrees to properly protect travel over Maurice avenue at its own expense by means of watchmen or other suitable method. This crossing is also located on the main line of the company, a sketch of whose history is given above in connection with the Woodside cut-off and the Trotting Course lane applications.

Maurice avenue at present is crossed by two tracks at grade at an angle of about 45 degrees. This crossing is located about 1,000 feet east of the point where the tracks of the so-called North Side Division to Flushing and Whitestone diverge from the main line. No map was submitted with the application, and it is therefore impossible to state how far beyond Maurice avenue in either direction the additional tracks will extend. As at present laid out, Maurice avenue is 70 feet in width, and on the section of the final map of the Borough known as the "Comma Map," adopted by the Board April 24, 1908, it is shown of the same width and as providing for carrying the street over the tracks of the railroad. It would seem that any permission given for the construction of these additional tracks should also provide for the future relocation and change of grade of the two existing tracks.

5. Bridge columns at Metropolitan, Hillside and Jamaica avenues.

This petition recites that the company is engaged in constructing the Maple Grove cut-off, is modifying the grade of the existing tracks on its main line between Dunton and Winfield to conform to the established grades of the streets and is also laying two additional tracks on this portion of its line.

The petition further states that at Metropolitan, Hillside and Jamaica avenues it is proposed to erect new steel and concrete structures to carry the additional tracks over these streets at its own expense, and to provide now for spanning such streets for their proposed width of 100 feet in so far as the new tracks are concerned, and that

on account of the length of the structures and the angles at which they will cross the streets named, it will be necessary to place column supports having foundations below the street level inside the curb lines of each of these three streets, and at the first two similar supports along the centre line of the streets. The company requests that the consent of the City be given for the construction and maintenance of these column supports.

The two existing tracks at Metropolitan avenue are carried over the street on a bridge having abutments within the lines of the street as now laid out. From the plans submitted with the petition, it would appear that it is the present intention of the company to construct at this point a bridge about 26 feet in width, and to ultimately extend this structure 13 feet easterly and 39 feet westerly, thus making the future bridge 78 feet in width and sufficient for a six-track road. In order to support the 26-foot wide structure, the plans show that the company desires to place three column supports on the northerly side of the street, about 11½ feet inside the existing and proposed curb line, and on the southerly side to locate three supports about 1½ feet inside the existing street line, corresponding to the proposed curb line. In the centre of the street the intention is to place three columns located approximately on the southerly edge of the present 15-foot macadamized roadway, corresponding approximately to the proposed centre line of the street. When the bridge is constructed to its full width of 78 feet the number of these columns will be increased to seven in each instance. The centre line length of the proposed six-track bridge is 204 feet.

At Hillside avenue it is similarly proposed to erect at present a two-track bridge and ultimately increase it to a six-track one. It would appear from the plans for this structure that four columns are to be placed within each curb line, and in the centre of the street, and that when the bridge is extended to its full width of 72 feet the number of these columns will be increased to twelve on each line. The centre line length of this bridge is about 108 feet.

The Jamaica avenue or Fulton street bridge, when fully constructed, is to be 72 feet in width. At present it is proposed to erect 20 feet of this, and in the future to add 13 feet on the easterly and 39 feet on the westerly sides, respectively. The centre line length of the proposed bridge is approximately 108 feet. At this point the columns will be within the curb lines only, the 20-foot structure requiring three on the northerly side of the street and four on the southerly side. For the full width of the bridge these will be increased to nine on the northerly side of Jamaica avenue, with two others inside of the westerly curb line of Maurice avenue, and twelve on the southerly side of Jamaica avenue. It is to be observed in all three of these cases provision is only to be made at the present time for the additional two tracks the company desires to put down, and no mention is made as to the disposition of the existing two tracks.

New York, New Haven and Hartford Railroad Company Six-Tracking Proposition.
The several applications now under consideration for improvements at various points on the line of the company, between Jamaica and the Sunnyside Yard, taken in conjunction with the so-called Maple Grove cut-off providing for a change or relocation of the company's main line between a point 400 feet west of Ascan avenue and a point seven hundred feet east of Lefferts avenue, which was consented to by the City by resolution of the Board adopted June 26, 1908, and approved by the Mayor June 30, 1908, and upon which work is now under way, all seem to be part of one general scheme of improvement of the company's existing line having the ultimate object in view of changing such line from a 2-track to a 6-track road. I believe that in order that the best interests of the City may be preserved any such proposition should be treated in its entirety, and not in small isolated sections at various times.

When the New York, New Haven and Hartford Railroad Company had under contemplation the six tracking of its Harlem River and Port Chester Line, between the Harlem River and New Rochelle, the work to be done on that portion of the line lying within the limits of the Borough of The Bronx was studied and considered as a whole, and as a result of investigations made and negotiations had between representatives of the City and the company, an agreement was entered into in relation to this work on December 21, 1904. By the terms of such agreement, the City was to close and discontinue a portion of one street and convey the fee of such closed portion to the company, and to change the established grades of certain other streets. The company on its part and behalf was to perform certain acts, the most important of which, considered in relation to the present applications, were the construction and maintenance at its own expense of fifteen bridges and the abutments therefor over certain specified streets, and the construction and maintenance at its own expense of the bridges and abutments with the exception of the pavement for carrying twenty-two streets then legally opened or laid out upon the map of the City over the tracks of the company.

The applications of the Long Island Railroad Company now before us appear to be portions of a scheme similar in form to the New Haven Company's proposition, and should, I believe, be treated in a like manner, in order that the relation of any contemplated 6-tracking plan to the existing and proposed street system of the Borough may be considered as a whole, and that an agreement may be entered into between the City and the company whereby provision may be made for such changes in the lines and grades of existing streets as may be necessary for the carrying of such streets under or over the line of the railroad, and for the opening of future streets across such line. In this connection, it may be pointed out, while the application for the Woodside run-off will remove the existing dangerous grade crossing at Woodside avenue there are other equally dangerous grade crossings which should be removed at an early date; as, for example, those at Thomson avenue, Shell road and Mauries avenue.

There are on the main line of the company between the easterly end of Sunnyside Yard at Woodside avenue and Jamaica twenty-four existing grade crossings. On the other lines of the company within the Borough of Queens there are approximately one hundred more grade crossings. In laying out the new street system for the Borough an attempt is being made to so fix the established grades for both existing and proposed streets that all grade crossings may be obviated.

Grade Crossing Law.

The petition for the Woodside run-off, as noted above, requests that the City share with the company the expenses incurred in constructing a bridge to carry the existing four tracks of the company over Second street, as provided by sections 61 and 65 of the Railroad Law. These sections are part of what is known as the Grade Crossing Law, such law being composed of sections 60 to 69, inclusive, of the Railroad Law, and being chapter 754, Laws of 1897, and the amendments thereto. This law provides in part as follows:

Section 60. "All steam surface railroads, hereafter built except additional switches and sidings, must be so constructed as to avoid all public crossings at grade, whenever practicable so to do."

Section 61. "When a new street, avenue or highway, or new portion of a street, avenue or highway shall hereafter be constructed across a steam surface railroad other than pursuant to the provisions of sixty-two of this act, such street, avenue or highway or portion of such street, avenue or highway, shall pass over or under such railroad at grade as the board of railroad commissioners may direct."

Section 62. "The mayor and common council of any city *** within which a street, avenue or highway crosses or is crossed by a steam surface railroad at grade, or any steam surface railroad company, whose road crosses or is crossed by a street, avenue or highway at grade, may bring their petition, in writing, to the board of railroad commissioners, therein alleging that public safety requires an alteration in the manner of such crossing, its approaches, the method of crossing, the location of the highway or crossing, the closing and discontinuance of a highway crossing, and the diversion of the travel thereon to another highway or crossing, *** and praying that the same may be ordered."

Section 64. "When a highway crosses a railroad by an overhead bridge, the frame work of the bridge and its abutments shall be maintained and kept in repair by the railroad company, and the roadway thereon and the approaches thereto shall be maintained and kept in repair by the municipality in which the same are situated; except that in the case of any overhead bridge constructed prior to the enactment of sections sixty-one and sixty-two of this act, the roadway over and the approaches to which the railroad company was under obligation to maintain and repair, such obligations shall continue ***. When a highway passes under a railroad, the bridge and its abutments shall be maintained and kept in repair by the railroad company, and its subway and its approaches shall be maintained and kept in repair by the municipality in which the same are situated."

Section 65. "Whenever, under the provisions of section sixty of this act, new railroads are constructed across existing highways, the expense of crossing above or below the grade of the highway shall be paid entirely by the railroad corporations.

Whenever under the provisions of section sixty-one of this act a new street, avenue or highway is constructed across an existing railroad, the railroad corporation shall pay one-half and the municipal corporation wherein such street, avenue or highway is located, shall pay the remaining one-half of the expense of making such crossing above or below grade; and whenever a change is made as to an existing crossing in accordance with the provisions of section sixty-two of this act, fifty per centum of the expense thereof shall be borne by the railroad corporation, twenty-five per centum by the municipal corporation and twenty-five per centum by the state.

It was pointed out in your report under date of May 12, 1908, in relation to the contemplated improvements in the Woodside and Winfield sections that the State had not provided sufficient funds to pay its share of the work then under discussion, and that, therefore, under either of the above conditions, the City would be obliged to pay one-half the cost. This condition is equally true at the present time. Furthermore, I do not believe that the contemplated improvements at Woodside and other points properly come under the provisions of the Grade Crossing Law, nor that the City should be required to pay any portion of the opening of future streets across the line of the railroad. The main purpose of these improvements is primarily neither the elimination of existing grade crossings nor the avoidance of future ones but is, as stated above, part of a plan for the general improvement and increase of the facilities of the company, which cannot be accomplished under the existing law relating to the laying of additional tracks at grade, and in consequence, if the facilities of the road are to be increased the grade crossings must be removed.

Subdivision 4 of section 28 of the General Railroad Law (chapter 140, Laws of 1850) provides that every corporation formed under that act shall have power "To lay out its road not exceeding six rods in width and to construct the same; and for the purposes of cuttings and embankments, to take as much more land as may be necessary for the proper construction and security of the road." * * *

This provision has been retained in almost identically the same language through the various amendments to the Railroad Law and is now subdivision 3 of section 4 of article I of such law.

As noted above, section 60 of the present Railroad Law provides that all steam surface railroads constructed after July 1, 1897, the date when chapter 754 of that year, known as the Grade Crossing Law, took effect, "must be so constructed as to avoid all public crossings at grade, whenever practicable so to do."

Section 11 of article I of the present Railroad Law provides further, as follows:

"No railroad corporation shall erect any bridge * * * nor shall it construct its road in, upon or across any street of any city without the assent of the corporation of such city."

Reading these three sections together, it would seem that the company had not exercised its full prerogatives under the law of 1850, inasmuch as though permitted by such law to acquire a right of way 100 feet in width and to construct thereon as many tracks as it is possible to lay in a space of that size, it has only constructed for nearly the entire distance between Long Island City and Jamaica two tracks. Although it has been in possession of such privileges for many years, it was not until it became necessary by reason of the increased travel over this line, brought about in large measure by arrangements which it has entered into with other roads, that it sought to enjoy them to their full extent, and it would further appear to be both "practicable" and feasible to avoid all grade crossings encountered in the route of such additional tracks.

In the meantime the County of Queens has become a portion of The City of New York, and in consequence it would appear that before additional tracks can be constructed across existing streets, the consent of the corporation of said city must first be obtained thereto, and that such additional tracks, being in effect a road constructed subsequent to July 1, 1897, must be constructed either above or below the grade of such existing streets. By the provisions of section 65 of the Railroad Law, above quoted, the sole cost of the elimination of existing grade crossings under this interpretation of the law, would have to be borne by the company.

The application of the company for the right to construct additional tracks at grade across Maurice avenue would seem to imply at least a partial recognition of the necessity of asking the City for its consent to the construction of additional tracks across intersecting streets. If it is necessary for the company to make application for the right to construct additional tracks at grade across City property, it would appear that it is equally necessary that application be made for such right for all additional tracks crossing City streets, whether they be at grade or above or below the surface of such streets.

Owing to the uncertainty existing in relation to the plans of the company, the preparation of the final maps of the Borough has been greatly retarded, the officials having in charge the preparation of such maps desiring, if possible, to so fix the established grades of all streets crossing the various lines of steam surface railroads within the Borough as to avoid all future crossings at grade. On such maps as have thus far been adopted the above policy has been carried out in all cases where the proposed new grades of the railroad have been known. These maps show in addition to the streets already open across the lines of steam railroads many proposed new streets which will be opened in the future across such lines. In order, therefore, that there may be no further retardation of the preparation of the final maps, and that such maps may be prepared with a full understanding of the company's plans and that provision may be made for opening future streets across the company's right of way, it would seem that the company should present to the Board at the earliest possible date a map or maps showing in detail all improvements contemplated by it.

To my mind there is no reason why the City should be required to pay any part of the cost of eliminating existing grade crossings or of carrying streets to be opened across the right of way of the company at points where the facilities of the company are to be increased. If the company is allowed to increase its tracks from two to six without the City being allowed to say under what conditions such increase shall be made, then every time a new street is opened across such tracks the City will have to pay for such six-track crossing instead of a two-track one, and thus there will be imposed an additional and unnecessary burden on the taxpayer.

It is true that under the Rapid Transit Act the City lends its credit for the construction of subways, but it is equally true that the loan is fully repaid in installments by the operating company.

By the terms of an agreement entered into between the City and the New York, New Haven and Hartford Railroad Company, as lessee of the Harlem River and Port Chester Railroad Company, under date of June 30, 1906, that company agreed as part of its six tracking proposition to construct at its own expense the abutments and two central piers for the full width (400 feet) of the Bronx and Pelham parkway and to erect thereon a plate girder bridge 80 feet in width, although in all probability the parkway will not be opened to its full width for many years.

There is no reason why a different attitude should be taken by the City in two cases so entirely similar as the one of the New Haven company, already referred to, and the one now under discussion. As has already been stated, the plans of the New Haven company were studied in their entirety, and an agreement made and entered into whereby the company pays the entire cost of carrying all existing streets over or under its tracks as altered. I cannot see why any different procedure should be followed in this case, and instead of considering the improvements of the company in piecemeal from time to time as the progress made by the company in the carrying out of its general scheme of improvement makes necessary changes at various crossings the work should be taken up as a whole and the rights and duties of both the City and the company in relation thereto be set forth in an agreement similar in form to the one made with the New Haven company.

Summary.

From the foregoing, it would appear:

First—That the Long Island Railroad Company, under its charter, has authority to construct a single or double track railroad and cannot, under that portion of section 7 of the General Railroad Law, relating to additions and betterments, increase its facilities to a six-track road.

Second—That the Long Island Railroad Company is now operating a two-track steam railroad from Long Island City to Jamaica, and that on the portion of this route, between Woodside and Winfield, four tracks are being operated, and that a question of doubt exists as to under the charter of which of the various companies formerly existing such tracks were constructed, and that a further question of doubt exists as to the rights of the Long Island Railroad Company to construct such additional tracks.

Third—That the company is engaged in making various improvements along the above line of railroad, with the ultimate object in view of making it in part a six-track road.

Fourth—That the construction of at least a temporary connection between the tracks emerging from the Sunnyside Yard at Woodside avenue and the existing main line tracks is an immediate necessity.

Fifth—That the City should not pay any portion of the expense of the removal of grade crossings at Woodside or other points, as such improvement does not properly come under the provisions of the Grade Crossing Law when increased facilities will be obtained.

Sixth—That it is inadvisable to extend the existing abutments of the Trotting Course Lane bridge.

Seventh—That the additional tracks sought to be laid by the company are in effect a new line of railroad constructed subsequent to the date when the Grade Crossing Law became effective, and in consequence cannot be laid across intersecting streets at grade or without the consent of the City.

Eighth—That any proposition for the transformation of the railroad from a two-track to a six-track road should be submitted to the City in its entirety, and not in isolated sections at various times.

Recommendations.

It is therefore recommended:

First—That action on the petitions under discussion, namely:

- (a) Run-off at Woodside;
- (b) Extension of existing abutments at Trotting Course Lane;
- (c) Closing of Hamilton avenue;
- (d) Additional tracks at grade across Maurice avenue;
- (e) Bridge columns at Metropolitan, Hillside and Jamaica avenues.

—be for the present withheld for the reason that until such time as the rights of the company to construct additional tracks across City streets has been finally determined no action should be taken by the Board which might be construed as a recognition of such rights.

Second—That a temporary agreement be entered into for the construction of such changes at and near Woodside avenue as may be immediately necessary for the convenient and safe operation of the company's tracks.

Third—That the Long Island Railroad Company be requested to present to the Board, on or before August 1, 1909, plans showing in full all contemplated improvements in connection with the six-tracking of its main line between Woodside avenue, Woodside and Jamaica, in order that the question of elimination of existing grade crossings and the opening of future streets across the railroad right of way may be considered as a whole, and that such plans may form the basis of future negotiations between the Board and the company, as a result of which an agreement may be entered into clearly fixing and defining the duties and responsibilities of each of the parties thereto.

It is further recommended that if the company has in contemplation any improvements on its various other lines and branches through the Borough of Queens, that similar plans should also be presented to the Board for each of such lines or branch.

Any such plans submitted should show the following:

1. The present grade of the railroad in black and the proposed grade in red.
2. All existing streets crossed by the railroad and the character of the crossing, whether grade, overhead or undergrade, together with the present and proposed elevation of the street at the points of crossing.
3. All existing tracks in black and all proposed new tracks in red.
4. All streets as yet unopened but laid out on the adopted maps of the Borough and the established grades of such streets.

5. All work now under way by the company at its own expense, together with a comprehensive statement of the character and scope of such work.

Fourth—In view of the position taken by the company that it has a right under the Railroad Law to extend the privileges conferred by its charter, I am of the opinion that the matter should be referred to the Corporation Counsel to advise the Board on the following points:

1. Has the Long Island Railroad Company, under its charter and the subsequent amendments to the Railroad Law, the right to lay additional tracks without first obtaining a franchise therefor?
2. If such franchise is necessary, must it not be granted for the limited term provided by the Greater New York Charter, to wit, twenty-five (25) years, with the privilege of renewal for a further term of twenty-five (25) years?

3. If under its charter and the General Railroad Law the company has the right to lay additional tracks, as claimed, do such improvements, in your opinion, properly come under the provisions of the Grade Crossing Law?

4. Should you decide that under its charter the company has the right to additional and increased facilities without first obtaining a limited franchise therefor, would the form of agreement entered into with the New York, New Haven and Hartford Railroad Company and the Harlem River and Port Chester Railroad Company be such a form as might properly be employed in this case?

Respectfully,

HARRY P. NICHOLS, Engineer in Charge,

BOARD OF ESTIMATE AND APPRAISALMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,

June 29, 1909.

Mr. NELSON P. LEWIS, Chief Engineer.

Sir—Supplementing my report of June 15, 1909, in relation to five applications of the Long Island Railroad Company for various rights in the Borough of Queens, I submit herewith the following report relating particularly to the application of the company for the construction of a run-off at Woodside. This petition, as presented, requested:

First—That the existing grade crossing at First street be closed and abolished, and First street at its point of intersection with the railroad closed, and the City map amended so as to eliminate therefrom so much of First street as is now owned by or abuts upon the property of the company.

Second—That the City share with the company, half and half, the expense incurred in constructing a bridge to carry the existing four tracks of the company over Second street.

Mr. J. R. Sayage, Engineer of the Company, has verbally amended this petition by stating that if First street is closed, the Company will construct a crossing at Second street at its own expense.

As recommended in my report of June 15, 1909, the papers in relation to these five applications have been sent to the Corporation Counsel to advise the Board as to the rights of the company to lay additional tracks without first obtaining a franchise therefor. The need for the immediate construction of the Woodside run-off appears to be pressing. As amended, the petition is only for the closing of First street, a matter which could not be accomplished before the Board adjourns for the summer, as, in order to effect such closing, the usual procedure for changing the map of the City would have to be followed, and a public hearing held. It would seem that at the present time crossings in this neighborhood are not required every two hundred feet, and that those at Woodside, Second street and Fourth street would be quite sufficient. I do not believe, however, that the City should take any action for the closing of First street until such time as the rights of the company to construct additional tracks have been determined, in order that no step be taken by the City which might be construed as an admission of such rights. I am informed that all the work in connection with the construction of the run-off is within the limits of the right-of-way of the company, and it claims that no consent is necessary, except for the closing of First street. In line with this it may be stated that the company is at present engaged in constructing new bridges for additional tracks at Yellowstone and Cauldwell avenues, Grand street and Whitepot road, and other points along its main line, and the abutments are constructed on its own property, and the bridges are to span the full width of these streets as proposed. This work has all been done without the company deeming it necessary to apply for permission to make such changes. The Woodside run-off will only be temporary, pending the contemplated six-tracking of the company's line and the necessary change of grade near Woodside station and to the east, and may be proceeded with at the present time pending the determination of the general principles involved by the Corporation Counsel. If a general agreement is then entered into, it can cover all the rights necessary to be obtained by the company as far west as Sunnyside Yard.

I would therefore recommend that the several petitions be laid over until an opinion is received.

Respectfully,
HARRY P. NICHOLS, Engineer in Charge.
CITY OF NEW YORK—LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, July 1, 1909.

Board of Estimate and Apportionment.

STRE—I have received from you the following communication dated June 16, 1909, signed by Joseph Haag, Secretary:

"I transmit herewith five petitions of the Long Island Railroad Company, addressed to the Board of Estimate and Apportionment, together with a report of the Engineer in charge of the Division of Franchises to the Chief Engineer relative thereto.

"You will note that the position taken by the Division of Franchises is at variance with that taken by the railroad company, and you are requested to advise the Board of the rights of the company under its charter and the Railroad Law, as follows:

"1. Has the Long Island Railroad Company, under its charter and the subsequent amendments to the Railroad Law, the right to lay additional tracks without first obtaining a franchise therefor?

"2. If such franchise is necessary, must it not be granted for the limited term provided by the Greater New York Charter, to wit: Twenty-five (25) years with the privilege of renewal for a further term of twenty-five (25) years?

"3. If under its charter and the General Railroad Law the company has the right to lay additional tracks, as claimed, do such improvements in your opinion properly come under the provisions of the Grade Crossing Law?

"4. Should you decide that under its charter the company has the right to additional and increased facilities without first obtaining a limited franchise therefor, would the form of agreement entered into with the New York, New Haven and Hartford Railroad Company and the Harlem River and Port Chester Railroad Company be such a form as might properly be employed in this case?

"As the Board soon adjourns for the summer recess and these points should be settled before such adjournment, it is requested that your reply reach this office on or before June 23, 1909.

"Kindly return the petitions and correspondence with your reply."

Accompanying this communication were the various petitions and maps of the applicant company, together with a lengthy report by the Division of Franchises thereon.

Upon receipt of your communication, the attorneys for the railroad company asked for a conference at which they might be permitted to state their views in regard to the pending applications, and at such conference, some of the legal propositions advanced being questioned, asked permission to file a brief. This brief was received June 29, accompanied by the request that if possible I should render my opinion to your Board before July 2, the date of your last meeting before the fall session.

In the limited time placed at my disposal it has been impossible for me to consider in detail all the points raised in the twenty-seven page report of the Division of Franchises, but inasmuch as practically all the problems raised therein appear to involve engineering questions, I feel that nothing is lost thereby.

I will content myself with answering the four legal questions contained in the above communication.

I may add that the problems of law involved have been under consideration by my Department for some time past, and I am confident that reexamination of these questions or the receipt of further briefs on the subject would not affect or induce me to change my opinion.

The first question is also the most important one, to wit, whether the Long Island Railroad Company, under its charter and the Railroad Law has the right to lay additional tracks without first obtaining a franchise therefor. This question, in my opinion, should be most strongly answered in the negative. The original charter of the company, under which the right to construct additional main tracks is claimed, was granted by chapter 178 of the Laws of 1834, which permitted the company "to construct and during its existence to maintain and continue a railroad or railroads with a single or double track and with such appendages as may be deemed necessary for the convenient use of the same, commencing at any eligible point adjoining Southold Bay, in or near the Village of Greenport, in the County of Suffolk, and extending from thence on the most practicable route through or near the middle of Long Island to a point on the water's edge in the Village of Brooklyn."

From the inclusion of the word "appendages," the attorneys for the railroad frankly claimed the right to change the said railway from a double track system to a four-track system, six-track system or even greater railroad, if the necessities of the road should demand it. This claim, in my opinion, cannot be allowed. The word "appendages" used in its commonly accepted sense, would ordinarily include sidings, switches, turnouts and connections. One of the pending applications of the said company is for a connecting track between the main line and the Sunnyside Yard. This, in my opinion, is one of the kind of tracks contemplated by the word "appendages," and which may therefore be authorized by your Board. In the installation of such tracks or other tracks incidental to the use of the main line, it may well be that at a given point four or more parallel tracks may be laid. Two of these tracks however, would continue to be the main line, and the others would merely be incidental thereto and their construction would be far different from a four or six tracking of the entire road.

In the brief submitted on behalf of the company, great reliance is placed on the case of Long Island Railroad against Long Island City, decided at a Special Term of the Supreme Court for Queens County in January, 1891. This case was never reported and never appealed. The full facts do not appear in the decision of the Court, but apparently the situation involved was somewhat similar to the application for connecting tracks at the Sunnyside Yard, to which, as stated above, I find no objection. In the above case it is stated that the right to maintain two additional tracks from the depot of the company was involved, and in the decision, Mr. Justice Cullen stated as follows:

"The two additional tracks sought to be laid are not to be considered as changing plaintiff's road into a four-track railroad, but merely as appendages. The plaintiff had the right to acquire the roads of other companies. As said in *Woodruff v. Erie Railway Company*, 93 N. Y. 609, it has been the continuous public policy of this state to afford the fullest scope for the consolidation of railroads and the transfer of the use of such roads by one corporation to another. By section 26 of the General Railroad Act 'to cross, intersect, join and unite its railroad with any other railroad before constructed at any point on its route' *** with the necessary turnouts, sidings and switches with other conveniences in furtherance of the objects of its connections.' This extension from Jamaica to Hunters Point was by the statute built under the provisions of the general act, including the one cited. This privilege therefore was part of the franchise enjoyed and held by plaintiff at the time of defendant's incorporation. In my opinion the two tracks in dispute should be considered as appendages or conveniences for the connections with other railroads, and not as distinct or independent railroads. The case seems to fall in principle within that of the *Union Elevated Railroad Company*, 113, N. Y., 273, where it was held that the company had the right to construct a curve connecting one of its lines with another without any particular route being laid out for that purpose."

With this statement of the law no objection can be found, but if anything, it confirms me in my opinion that the company has no franchise for anything but a double track railroad.

Similarly I am of the opinion that no right to build additional tracks over the entire railroad system of the company can be found under the provisions of the General Railroad Law of 1850, the railroad laws thereafter enacted or through any of the amendments to such laws.

The argument in the brief proceeds on the line that the company, being authorized to acquire additional lands by purchase or condemnation "for such additions, betterments and facilities as may be necessary or convenient for the better management, maintenance or operation of any such railroad," thereby has the right to acquire as much land as its business needs may demand and use such land so acquired for any purpose it may elect, even if such increased use involves the laying of six or more parallel tracks instead of the two originally authorized. This conclusion is, in my

opinion, unwarranted and in no way substantiated by the cases cited by the company in their brief.

Even if the company at one time could have exercised the privilege of laying additional tracks without the formal consent of the City in the manner now prescribed, the adoption of the constitutional provision requiring such consent, in my opinion, would have so changed the situation and the relations and duties of the company to the City as to require the securing of such consent for any extensions or additions of the nature here contemplated which necessarily involve the placing of an added burden on the City streets.

No one will question the right of the company to acquire lands for increased terminal facilities, for connections with other railroads or for the proper operation of its line generally, but such a power is far different from the changing of the entire nature of the road. Every line of track added to the main line will itself require appendages, so that the concession of the proposition advanced by the company would involve an almost unlimited increase of my railroad quite regardless of the wishes or views of the City.

I therefore unhesitatingly state that while it is doubtless to the advantage of the travelling public and to the better handling of the business and commerce of the City that railroad companies should be permitted to increase their facilities in every way, such increases should be held strictly subject to the consent and control of the City. This can only be done if the change of a railroad line from a two to a six-track system be regarded as a franchise extension, requiring the same procedure as any other increase in franchise powers not hitherto enjoyed.

I feel it is high time this question was authoritatively determined in the courts, but for the reasons stated above, the right of such a company as the applicant to make such a change under its original franchise or under the Railroad Law generally is a legal proposition which, in my opinion, the City cannot and should not concede.

It being my opinion that the company enjoys no franchise to lay four additional tracks, it follows that, answering question No. 2, the City, when presented with the application therefor in proper form, would be governed strictly by the provisions of the Greater New York Charter, and therefore could not give its consent for the construction of additional tracks for a period longer than that limited by the Charter, to wit, twenty-five years, with the privilege of renewal for a further period of twenty-five years.

It also follows, answering question No. 3, that when such new tracks would be authorized, the laying of them would be governed by the provisions of the Railroad Law. Sections 60 et seq. thereof would therefore apply, and the duty would be on the company to avoid all crossings at grade, and the expense of avoiding such crossings at grade would be paid entirely by the railroad corporation. Past experience has shown how heavy has been the burden of the City in eliminating grade crossings.

It being my opinion that the company has no right under its franchise to lay additional tracks, it is unnecessary for me to answer question No. 4.

The papers transmitted are herewith returned as requested by you.

Respectfully yours,

WM. P. BURR, Acting Corporation Counsel.

The following was offered:

Whereas, The Long Island Railroad Company has heretofore presented to this Board five petitions for various rights to construct additional structures across streets in the Borough of Queens involving in some cases the closing of streets; and

Whereas, The Corporation Counsel in an opinion of July 1, 1909, has advised that such petitions are in the nature of a franchise for additional rights, and which would only be granted by the Board in a manner provided for by the Greater New York Charter, now therefore be it

Resolved, That the said petitions be and the same are hereby denied; and be it further

Resolved, That the Company submit to this Board on or before August 1, 1909, a general plan of its proposed additions and betterments of the main line from the entrance of the Sunnyside Yard at Woodside avenue through the former Village of Jamaica to the City line, together with the petition for the right, privilege or franchise to construct, maintain and operate such additional facilities, which plan shall show:

1. Present grade of railroad in black and proposed grade in red.

2. All existing streets crossed by the railroad, and the character of the crossing, whether grade, overhead or undergrade, together with the present and proposed elevation of the street at the point of crossing.

3. All existing tracks in black, and all proposed new tracks in red.

4. All streets as yet unpaved but laid out on the adopted map of the Borough, and the established grade of such street.

5. All work now under way by the Company at its own expense, together with a comprehensive statement of the character and scope of such work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

New York Central and Hudson River Railroad Company.

In the matter of the resolution adopted by this Board May 1, 1908, approved by the Mayor May 8, 1908, requiring the New York Central and Hudson River Railroad Company to construct a foot bridge over its tracks at Park avenue and One Hundredth street, Borough of Manhattan.

The Secretary presented the following:

Report No. 6.

BOARD OF ESTIMATE AND APPORTIONMENT,
OFFICE OF THE CHIEF ENGINEER,
June 29, 1909.

Hon. George B. McCLELLAN, Mayor, Chairman of the Board of Estimate and Apportionment:

Sir—On May 1, 1908, the Board adopted a resolution calling upon the New York Central & Hudson River Railroad Co. to build a foot bridge over its tracks on Park avenue at One Hundredth street, which resolution was approved by the Mayor on May 8, 1908, and provided that the Company submit plans of the proposed bridge within thirty days from the date of approval of the resolution by the Mayor and complete the same within twelve months.

The plans for this bridge were filed by the Company on July 6, 1908, and approved July 25, 1908. At the meeting of April 30, 1909, a proposed form of agreement was submitted by the Railroad Company, and the matter was referred to the Corporation Counsel, who, in an opinion dated May 7, 1909, stated that the execution of such an agreement was unnecessary and undesirable. In accordance with this advice the Board, at the meeting of May 14, 1909, adopted a resolution directing the Company to advise the Board on or before May 24 as to its intentions with regard to the construction of the bridge by July 24, 1909. Under date of May 20, 1909, the Company replied that it intended to comply with the terms of the resolution requiring that the bridge be constructed by July 24, 1909.

From an investigation made on the ground by the Division of Franchises on June 25, it appears that construction has not been commenced and that there is no material on the ground, and I therefore beg to recommend that if the bridge is not constructed within the time specified, the Corporation Counsel be directed to take the necessary steps to enforce the action of the Board, and to advise the Board at the meeting to be held on September 17 next as to what action has been taken.

A resolution designed to carry into effect the recommendations herein made is attached.

Respectfully yours,

NELSON P. LEWIS, Chief Engineer.

BOARD OF ESTIMATE AND APPORTIONMENT,
DIVISION OF FRANCHISES, ROOM 801, NO. 277 BROADWAY,
June 28, 1909.

Mr. NELSON P. LEWIS, Chief Engineer:

Sus—On May 1, 1908, the Board of Estimate and Apportionment adopted a resolution requiring the New York Central and Hudson River Railroad Company to construct a footbridge over its tracks on Park avenue at One Hundredth street, the company to submit plans to the Chief Engineer of the Board within thirty days from the date of the approval of the resolution by the Mayor, and to complete the bridge within twelve months thereafter. The resolution was approved by the Mayor on May 8, 1908. Subsequently under date of July 6, 1908, the company filed plans which were approved July 25, 1908, and at the meeting of the Board held April 30, 1909, a proposed form of agreement covering the construction of the bridge was submitted by the New York Central and Hudson River Railroad Company.

A report by this Division on this proposed form of agreement was presented at the meeting held April 30, 1909. In that report it was held that the execution of such an agreement was unnecessary, but it was recommended that the matter be referred to the Corporation Counsel for his opinion. Under date of May 7, 1909, the Corporation Counsel advised the Board that in his opinion the execution of such contract was not only unnecessary, but inadvisable, and resolutions were adopted by the Board on May 14, 1909, directing the Company to advise the Board on or before May 24, of its intentions with regard to the construction of the bridge by July 24, 1909.

In a communication dated May 20, 1909, Mr. Ira A. Place, vice-president of the New York Central and Hudson River Railroad Company, stated that it was the intention of the Company to comply with the terms of the resolution requiring construction by July 24, 1909.

On June 25, I caused an examination to be made, and it was found that construction had not been commenced, and there was no material of any kind on the ground evidencing an intention to begin the work at an early date.

In view of the facts, I would suggest that if the bridge be not completed within the specified time, the Corporation Counsel be directed to take such steps as may be necessary to enforce the action of the Board requiring the construction of the said bridge, and to advise the Board at the meeting to be held September 17, 1909, as to what action has been taken.

A resolution in accordance with this suggestion is herewith submitted for adoption. Respectfully,

HARRY P. NICHOLS, Engineer in Charge.

The following was offered:

Whereas, By resolutions duly adopted May 1, 1908, and June 26, 1908, the Board of Estimate and Apportionment did require the New York and Harlem Railroad Company and its lessee, the New York Central and Hudson River Railroad Company, to construct and maintain a footbridge for public use over and across the tracks of said companies on Park avenue at One Hundredth street, at their own expense; and

Whereas, Pursuant to said resolutions, the plans of the proposed bridge were approved by the Chief Engineer of the Board on July 25, 1908, and said approval did establish July 24, 1909, as the date for completion of construction of the said footbridge; and

Whereas, Under date of May 20, 1909, the company did advise the Board that it was its intention to comply with the terms of the resolution of May 1, 1908; now therefore be it

Resolved, Should the New York and Harlem Railroad Company and its lessee, the New York Central and Hudson River Railroad Company, fail to complete the construction of the said footbridge on or before July 24, 1909, that in such case the Corporation Counsel be and he hereby is directed to take such steps as may be necessary in the premises to enforce the action of this Board, and further to advise the Board at the meeting to be held September 17, 1909, as to what action has been taken.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Bush Terminal Company.

The Secretary presented the following:

Borough of Brooklyn, N. Y., June 21, 1909.

Hon. GEORGE B. McCULLAN, Mayor, and Chairman of the Board of Estimate and Apportionment, City of New York.

Dear Sir—Within the last month some corporation, presumably the Bush Terminal Company, has constructed a double track railroad from the new Brooklyn entrance of the Thirty-ninth street ferry, upon City property bordering the north side of Thirty-ninth street, for about 950 linear feet inland, where it crosses the latter street to the south. For the rest of the way the road is on private property, that is if the term private property can also be applied to the million dollars' worth or so of public street lands along the water-front that the Bush Company has taken possession of and kept for its private use through the grace or connivance, or both, of City and Borough officials, and for which land the said company has never paid the City a dollar—not even taxes have been collected on this land, unless recently.

The part of this railroad that is on City property between the ferry and the point where it passes beyond the southerly line of Thirty-ninth street, is equipped with poles and overhead trolley system, the tracks are of T or centre bearing rails, such as are used on steam roads, and which are prohibited by law upon the public thoroughfares of cities. Passenger service is maintained and fares collected. I cannot state whether the general public or only that part of it chosen by the Bush Terminal Company may use the road.

There has been no franchise issued for the construction and operation of this railroad. It has absolutely no connection with any other road. It seems to have been built where it occupies the City property, as stated, under a permit from the Commissioner of Docks, though it is hard to see how that official should give away the use of Thirty-ninth street, a matter that naturally belongs to the Borough authorities.

It is respectfully requested that the part of this new railroad, with its appurtenances that is on City property between the ferry and the southerly line of Thirty-ninth street as stated, be removed therefrom. If there is need for such a rail road, application should be made and sanction obtained for it in the way provided by law.

Some five years ago the Bush Company, under a franchise from the City, constructed a street surface road on First avenue, between Forty-first street and Sixty-third street, and on Forty-first street, from First avenue to Second avenue, where it connects with the surface lines of the Brooklyn Rapid Transit Company; of course this road has never been operated except to transfer freight cars of the Continental lines from the Bush yards by way of Forty-first street and Second avenue, to another yard beyond Thirty-eighth street to the north. First avenue between Forty-first and Fifty-first streets is generally used for shifting and storing those freight cars. South of Fifty-first street the line has never been used for any purpose, the rails and poles were not down, that's all. The franchise for this First avenue railroad also stipulated that no steam power should be used in the operation of it or in the switching or yarding of cars; the provision is of course ignored.

However, the new railroad, the removal of which is here requested, is not connected in the remotest way with this First avenue road.

Spur railroads have been constructed all over this Borough in the last few years by mere authority of the Borough administration, connecting the street surface roads with freight yards and factories, giving the same corporation a monopoly of freight as well as of passenger carrying on its cars upon the same streets in every part of the Borough.

If application would have to be made to the Board of Estimate for these extensions and spur railroads, there would be at least publicity with an opportunity to oppose, should that be deemed proper. Heretofore when a street was being torn

up for one of those spur lines a permit from the Borough President was flashed upon inquirers, and the job rushed to completion. The permit in the present case issued by the Commissioner of Docks is different from the Borough affairs, in that it is for a separate and distinct railroad.

After unheeded protests to the Borough authorities, complaints, equally without avail, have been made to your Honor and the Board of Estimate against those spur railroads and the manner of their building.

A copy of this letter will be sent to the Public Service Commission, in case that jurisdiction on the matters set forth should be with that body.

Very respectfully,

MICHAEL O'SULLIVAN.

Which was referred to the Corporation Counsel, to advise the Board if the permit from the Department of Docks and Ferries was sufficient.

Public Service Commission for the First District.

In the matter of the communication dated June 24, from the Public Service Commission for the First District, requesting to be authorized by this Board to prepare and advertise invitations for bids and forms of contracts for the construction, equipment and operation of certain routes in the several ways as specified in said communication.

This communication was presented to the Board at its meeting of June 25, 1909, and was referred to a Select Committee, consisting of the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn and The Bronx, and also to the Chief Engineer.

The Comptroller, as Chairman of the Select Committee, presented the following:

BOARD OF ESTIMATE AND APPORTIONMENT,
THE CITY OF NEW YORK,
June 30, 1909.

To the Board of Estimate and Apportionment.

GENTLEMEN—The undersigned, your Committee, to which was referred on June 25, the communication from the Public Service Commission for the First District, dated June 24 relating to the preparation of contracts for the construction of additional rapid transit railways, begs leave to submit the following report:

The communication suggests that the Commission be authorized by the Board of Estimate and Apportionment to advertise for contracts for certain routes in several different ways, as permitted by the recent amendments to the Rapid Transit Law, to wit:

First—For construction alone.

Second—For equipment and operation in case of construction alone.

Third—For construction, equipment and operation with private capital, the ownership of the road to be vested in the City; and

Fourth—For equipment and operation.

The routes as proposed constitute generally:

1. A longitudinal route in the Borough of Manhattan via Broadway and Lexington avenue, from the Battery to One Hundredth and Thirty-first street, with two branches into The Bronx extending in one instance to Woodlawn Cemetery on the west side and in the other to Pelham Bay Park on the east side.

2. A line from the west side of the Borough of Manhattan through Canal street across the Manhattan Bridge, Flatbush avenue extension and Fourth avenue to Fort Hamilton with a branch via New Utrecht avenue and Stillwell avenue to Coney Island.

3. A loop line by means of the Manhattan and Williamsburg Bridges, Delancey and Court Streets in the Borough of Manhattan, Flatbush avenue extension, Lafayette Avenue and Broadway, in the Borough of Brooklyn.

A meeting of the Committee was held on June 29, and a general discussion of the proposition presented was had. It is not the understanding of your Committee that there is any provision in law which provides that the Board of Estimate and Apportionment must authorize the Public Service Commission to proceed in any particular manner in regard to the preparation of contracts, such being entirely discretionary with the Public Service Commission, and, therefore, no action as asked for by the Public Service Commission is necessary. However, the Commission presumably deems it expedient to obtain from the Board an expression of opinion in regard to the manner in which it shall proceed to advertise these contracts as has been heretofore done by the Board of Rapid Transit Railroad Commissioners.

The time at the disposal of your Committee before the adjournment on July 2 is entirely too limited to permit a study of the proposition as proposed, as the same is based upon a series of amendments to the Rapid Transit Law adopted at the last session of the Legislature along lines proposed and suggested by the Public Service Commission; we refer to what is known as the "Indeterminate franchise." It would appear, however, that if bids are called for upon all the plans as proposed the Board would then have before it a variety of offers from which to choose the most advantageous one to the City, and it, therefore, sees no objection to the Commission proceeding in the manner outlined in its communication.

Respectfully submitted,

H. A. METZ, Comptroller;
P. P. McGOWAN, President, Board of Aldermen;
JOHN F. ALICAHN, President, Borough of Manhattan;
BIRD S. COLE, President, Borough of Brooklyn;
LOUIS F. HAFFEN, President, Borough of The Bronx.

Which was ordered filed, and the Secretary was directed to forward a copy of same to the Public Service Commission for the First District.

The Comptroller presented the following:

New York, July 1, 1909.

To the Board of Estimate and Apportionment.

GENTLEMEN—The Committee to which was referred on June 25 the report of the Public Service Commission relative to contracts for certain rapid transit routes was urged to include in its report a recommendation that the Public Service Commission lay out a route which would connect Route No. 19, on Westchester avenue, or the extension of the present system through West Farms, with Route No. 18, on White Plains avenue, in such a way that a new line laid on Westchester avenue could be connected directly with the proposed line on White Plains avenue.

The Committee believed that such a recommendation should not be in any way coupled with its report upon the communication of the Public Service Commission, but we would present herewith a resolution recommending to the Public Service Commission that it lay out a route which will accomplish the purpose above outlined.

Respectfully,

H. A. METZ, Comptroller;
P. P. McGOWAN, President, Board of Aldermen;
JOHN F. ALICAHN, President, Borough of Manhattan;
BIRD S. COLE, President, Borough of Brooklyn;
LOUIS F. HAFFEN, President, Borough of The Bronx.

The following was offered:

Resolved, That the Board of Estimate and Apportionment hereby requests the Public Service Commission for the First District to consider the advisability of laying out a route which will connect Route No. 19, on Westchester avenue, with Route No. 18, on White Plains avenue, both in the Borough of The Bronx, in such a manner that the White Plains avenue line can be built and operated in connection with the Westchester avenue line.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Approval of Various Resolutions by Mayor.

A communication was received from the Mayor's office, returning duly approved by his Honor the Mayor, on June 29, 1909, resolutions adopted by this Board June 25, 1909, as follows:

(a) Granting permission to the Schwarzschild & Sulzberger Company to construct, maintain and use a conduit under and across First avenue and along Forty-sixth street, Borough of Manhattan.

(b) Granting permission to Bloomingdale Brothers to construct, maintain and use a conduit under and along Fifty-ninth street, Borough of Manhattan.

(c) Granting permission to Jacob Rothschild to maintain and operate a steam pipe and four conduits along and across Fifth avenue, connecting Nos. 79 to 83 Fifth avenue with Nos. 98 to 100 Fifth avenue, Borough of Manhattan.

(d) Granting permission to the A. T. Stewart Realty Company to construct, maintain and use a tunnel under and across East Tenth street, west of Fourth avenue, Borough of Manhattan.

(e) Granting a franchise to the Secretary of the Treasury on behalf of the United States Government to construct, maintain and operate under the streets of the City two tubes for pneumatic carrier service, and one tube for signalling wires, connecting the Custom House and the Appraisers Warehouse, Borough of Manhattan.

(f) Granting permission to the New York Edison Company to construct, maintain and use an enclosed bridge over and across East Thirty-ninth street, east of First avenue, Borough of Manhattan.

(g) Granting extension of time to the New York, New Haven and Hartford Railroad Company in which to comply with the provisions of the agreements dated December 21, 1904, and June 30, 1906.

(h) Granting an extension of time to the New York and Portchester Railroad Company in which to expend the \$800,000 required by Section 2, twenty-eighth, of the contract dated May 31, 1906, granted a franchise to said company.

(i) Granting permission to the Corporation of Trinity Church to construct, maintain and use a sixteen-inch pipe for the transmission of steam for power and heating purposes under and across Vandam street, Borough of Manhattan.

Which was ordered filed.

The following matters not on the calendar for this day were considered by unanimous consent:

New York Centadrink Company.

At the meeting of the Board held May 28, 1909, the revocable privilege granted in this company, for the purpose of automatically vending carbonated water, was the subject of a public hearing, and at the conclusion of the hearing, the matter was referred to the Corporation Counsel to advise the Board of its powers and rights in the premises.

The Mayor presented the following:

CITY OF NEW YORK—LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, JUNE 24, 1909.

The Board of Estimate and Apportionment.

Sirs—I have received from you the following communication, dated May 28, 1909, signed by Joseph Haag, Secretary:

"At the meeting of the Board of Estimate and Apportionment, held this day, the consent granted to the New York Centadrink Company, by resolution adopted April 16, 1909, approved by the Mayor April 19, to install, maintain and operate automatic drinking water fountains under the stairs of the stations of the several elevated railroads within the Boroughs of Manhattan, Brooklyn and The Bronx, for the purpose of automatically vending pure carbonated water, was the subject of a public hearing of parties in opposition to and in favor of such consent, and at the conclusion of the hearing the matter was referred to the Corporation Counsel, to advise this Board of its powers and rights in the premises, and directing his attention particularly to the decisions in *People ex rel. Pumpyansky vs. Keating*, 168 N. Y., 390; also, *Hatfield vs. Straus*, 189 N. Y., 208.

"Martin W. Littleton, Esq., counsel for the New York Centadrink Company, and Edward M. Lauterbach, Esq., counsel for the newsdealers, are to file briefs relative to the matter."

Objections have been raised by the Newsdealers' Association which question the power of the Board to grant a license to the Centadrink Company to erect water fountains and operate same in the public streets. The attorneys for the said association have filed with me two briefs on the subject, and a brief has also been filed on behalf of the grantee, the Centadrink Company. There are many objections raised, those particularly which refer to the inability of the City to grant licenses as distinguished from franchises for the use of the streets, have already been passed upon by me in my opinion of June 5, 1909, in regard to certain applications thereto pending before your Board, and need not be answered again here. In that opinion, however, I merely passed upon the right of the City to authorize the erection of aerial and subsurface structures, holding that in certain classes of cases therein specified, such structures did not interfere with the use of the streets for travel and public use generally. In the present application a much different situation is presented in that the said company has been authorized to install fountains not only on the surface of the streets, but on the very sidewalks thereof.

Counsel for the Centadrink Company, in their brief, make the following assertion:

"It is well settled that the City government could not grant a license to an individual to use any portion of the sidewalk for private use if it interfered with the public use; such a grant would make the City itself the maintainer of a nuisance, and would be unreasonable and ultra vires."

This is a correct statement of the law. It is, therefore, material to ascertain whether the fountains will be located in such places as will interfere to any extent with the use of the streets for travel and public purposes generally.

The Legislature, by chapter 718, Laws of 1896, amending the Consolidation Act, section 26, authorized the Common Council:

"To grant permits for the erection of booths and stands in or on the space immediately underneath the stems of stairs leading to and from the elevated railroad station and within the curb line for the side of newspapers and periodicals. Provided, however, that no booth or stand nor any projection therefrom shall be erected which is wider than the width of the stairs under which it is placed, or which extends along the sidewalk a greater distance than to a point where the under surface of the stairs is not over seven feet from the level of the sidewalk."

The privileges so authorized to be granted were found to be very valuable, and as a result the newsdealers have availed themselves of the provisions of the said act and have secured licenses and erected stands for the full space permitted under, I presume it is safe to assume, practically all the elevated railroad stairways throughout the City.

In the grant to the Centadrink Company it is provided:

"The said fountains shall be installed at such points and at such precise locations as the President of the Borough may determine and where such installations can be made without interference with the public use of the streets or with any other person or persons occupying spaces from the Board of Aldermen or other Municipal authorities."

This would enable any newsdealer occupying a booth under a license to prevent the said company from installing a fountain at the place of his booth, but it would manifestly not prevent the City authorities from failing to renew such license and permitting the fountain company installing fountains in place of such booth. It is this fear that the Centadrink Company, being willing to pay \$36 a year, while the newsdealers pay but \$10 would result in their booths being ousted and the fountains installed in their place, that has doubtless given rise to opposition on the part of the Newsdealers' Association.

The right of the Common Council to permit newsdealers to occupy space under the stairways of the Elevated Railroad under the provisions of the said Act of 1896

was upheld in the case of *People ex rel. Pumpyansky vs. Keating*, 168 N. Y., 390, on the ground that such statute "deals in the portion of the street under the stairway of the elevated railroad structure that had been already taken from the use of the public and appropriated for the purposes sanctioned by the Legislature."

This case further held "it is evident that the statute of 1896 did not contemplate any encroachment upon the street and if in this case there is an obstruction of the sidewalk, it would be competent for the court to require the portion of the structure so obstructing to be removed."

In my opinion, this case in itself is sufficient authority for the legal proposition that any use of the sidewalk for the carrying on of a private business outside of those portions so withdrawn from the public use, would be an illegal and improper one.

It is, therefore, clear to me that no fountain can legally be authorized on any portion of the sidewalk open to the passage of pedestrians, and it is only in the space under the stairways which would not be available for use as a street, that the operation of such fountains can be authorized, if at all.

It is argued at length in the brief filed by the Centadrink Company that the powers of the City government over the streets and sidewalks were not limited by chapter 718 of the Laws of 1896, and that such act did not confer a monopoly on the newsdealers to occupy the space under the stairways of the elevated railroad. This statement as to the present status of the legal powers of the municipal authorities is, in my opinion, correct. The power of the City in the premises may therefore be considered quite independent of the said Act of 1896. The cases bearing upon the powers of the City, were all fully examined and considered by me when I passed upon the application of the Centadrink Company originally. After due consideration of the briefs submitted in opposition and the cases cited therein, I see no reason to change or modify the conclusion I reached hitherto, when I stated in my opinion of June 23, 1908, to your Board:

"I am now of the opinion that notwithstanding any ordinance or resolution of the Board of Aldermen your Board has the power to grant any privilege with respect to streets, highways and other public places, which shall not interfere with the public use of the streets or is not in any way an invasion of the public rights."

It would seem, therefore, that quite independent of the said Act of 1896, the City could have issued licenses for the maintenance of booths for the sale of newspapers under the stairways of the elevated road. They can also authorize the installation of fountains in such places. I am informed that one of the reasons for the passage of said Act was the hostility of the Elevated Railroad Company to the project of installing booths under the stairways. The following letter shows that the company no longer has any objection to the use of such space:

"Your favor of the 7th inst. received, and in reply to your inquiry would say that the Interborough Rapid Transit Company has no objection to the placing of water fountains underneath the stairways of the Manhattan Elevated provided they are placed and maintained in such a manner that they do not interfere with the ingress or egress of passengers to and from our stations."

In my opinion, there is no legal objection to the City licensing the company to carry on its business on the lines proposed.

As above pointed out, I am informed that the opposition comes from an apprehension on behalf of the newsdealers that they will be ultimately ousted from the spaces now occupied by them under the elevated railroad structure. On the other hand, it is contended on behalf of the corporation that there is no intent on its part to interfere with the newsdealers, but on the contrary, it is proposed to employ the newsdealers to look after the fountains. These are considerations entirely foreign to the questions of law submitted to me, and what, if any, weight they may have, is to be determined by the City authorities and has no place in an opinion on a question of law. I am bound to assume that the provisions of the permit will be fairly and truly complied with in such manner as not to interfere with the public use of the streets.

Yours respectfully,

F. K. PENDLETON, Corporation Counsel.

CITY OF NEW YORK—LAW DEPARTMENT,
OFFICE OF THE CORPORATION COUNSEL,
NEW YORK, JUNE 30, 1909.

Board of Estimate and Apportionment, New York City.

Sirs—I have received from you the following communication, dated June 15, 1909, signed by Joseph Haag, Secretary:

"The New York Centadrink Company has this day filed the enclosed acceptance of the consent granted to said company by resolution adopted by the Board of Estimate and Apportionment April 2, 1909, approved by the Mayor April 5, 1909.

"At the meeting of the Board of Estimate and Apportionment on May 28, 1909, a communication was received from the Chief Engineer transmitting a report from the Engineer in charge of the Division of Franchises, calling attention to section 13 of the consent, which provides as follows:

"This consent shall not become operative until said grantee shall duly execute an instrument in writing, wherein said grantee shall promise, covenant and agree on its part to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained, and file the same with the Board of Estimate and Apportionment of The City of New York within thirty days after the approval of this consent by the Mayor."

"The report recited that, as the certificate of acceptance had not been received up to that time, the consent was inoperative, and it was recommended that the Board adopt a resolution rescinding same.

"However, the counsel for the grantee was given an opportunity to be heard, as was likewise the counsel for certain newsdealers who opposed the granting of such a privilege, and at the conclusion of the hearing the matter was referred to the Corporation Counsel, to advise the Board of its rights and powers in the premises, and the Secretary of this Board was directed to call your attention to the decisions in *People ex rel. Pumpyansky vs. Keating*, 168 N. Y., 390, also *Hatfield vs. Straus*, 189 N. Y., 208.

"You are now requested, should you be of the opinion that the Board acted within its power in granting the consent, to advise the Board if the grant has been forfeited through the failure or neglect of the grantee to accept same within the time specified in the consent. If you should decide that the Board acted within its power in granting the consent, and the failure of the company to accept the consent within the time specified does not of itself make such consent null and void, you are requested to examine such acceptance, approve same as to form and return to this office."

Under date of June 24, I advised you that your Board was acting within its powers in granting its consent to the New York Centadrink Company, as by resolution adopted on April 2, 1909.

The above communication raises a new question, to wit, whether such consent has become void through the failure of the company to file its certificate of acceptance within the stipulated time. On this point I beg to advise you that in my opinion the clause containing the provision as to the filing of the certificate is not self-executing in form, although it undoubtedly would give your Board the power to forfeit its consent should it so desire. If your Board, however, does not desire to take advantage of this ground of forfeiture it should adopt a resolution granting the company an extension of time in which to file such acceptance. I have examined the said certificate and find it otherwise satisfactory. In the event of your Board granting an extension of time such form may be followed, but the new certificate should recite such extension of time.

I return herewith the certificate you sent me.

Respectfully yours,

F. K. PENDLETON, Corporation Counsel.

Martin Littleton, Esq., of counsel for the company, and Edward Lauterbach, Esq., of counsel for the Newsdealers' Association, appeared and were heard.

The Comptroller moved that the time for the filing of the acceptance of the grant, as adopted by the Board on April 16, 1909, and approved by the Mayor April 19, 1909, be extended for a period of sixty days, or until July 19, 1909, and, further, that the Secretary be directed to notify the New York Centadrink Company in writing, under and pursuant to section 1 of the consent granted to said company, that sixty days after date, or as soon thereafter as this Board may see fit to act, such consent shall be declared null and void and shall thereupon cease and determine, and, further, that the

President of the Borough of Manhattan be directed to issue permits for the installation of not more than twenty fountains.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the President of the Board of Aldermen and the Presidents of the Boroughs of Manhattan, Brooklyn, The Bronx, Queens and Richmond—16.

Public Service Commission for the First District.

The Comptroller presented the following:

STATE OF NEW YORK,
PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
NEW YORK, July 1, 1909.

To the Board of Estimate and Apportionment.

Sirs—For some time past the Commission has been studying the question of moving platforms with a view to their utilization in connection with rapid transit railroad construction. The Commission has in mind at the present time the establishment of a route in Broadway from about Tenth street to about Forty-second street, which can be laid out without interference with other rapid transit routes and appears to be feasible and desirable. At the present time, however, the matter has not reached the stage where it could be either formally or completely submitted to you, but in view of your early adjournment the Commission desires to call the general subject to your attention and to suggest the advisability of the reference of this matter to a committee so that it may, if necessary, be taken up with it during the summer months. In this way considerable time may be saved and the whole matter be put in shape for prompt action in the fall.

Respectfully yours,

W. R. WILLCOX, Chairman.

Which was referred to a Select Committee consisting of the Comptroller, the President of the Board of Aldermen and the President of the Borough of Manhattan.

Rapid Transit Railways.

The Comptroller presented the following:

THE BROOKLYN LEAGUE,
No. 44 COURT STREET,
BROOKLYN, N. Y., July 1, 1909.

To the Secretary, the Board of Estimate and Apportionment, No. 277 Broadway, New York City:

DEAR SIR—Please find enclosed a copy of a resolution passed by the Executive Committee of the Brooklyn League at its meeting held June 30, 1909.

Yours very truly,

JOHN B. FREIGHTON, Secretary.

Whereas, After several years of earnest effort on the part of the Brooklyn League, co-operating with other organizations, we have finally succeeded in securing an amendment to the Rapid Transit Act which gives promise of success in the extension of our subway and other transit lines; and

Whereas, Propositions are now being submitted to the City authorities under this law for the construction and operation of such lines; now therefore

Resolved, That the Brooklyn League urges upon the Public Service Commission and the Board of Estimate that in considering these proposals the urgent needs of Brooklyn should have careful thought. We assume that the City will build with its own funds the Fourth Avenue Subway and that is therefore assured, but the subway extension to Parkside Avenue and the Broadway-Lafayette Avenue Loop are vital to the growth of this Borough, and if private corporations are to build they should be insisted upon. No mile of subway built anywhere in the City would accommodate more people and relieve congestion on lower Fulton street to a greater extent than the extension of the present subway from Atlantic avenue to Parkside Avenue, as originally proposed. A large proportion of the traffic below that point, including the Flatbush and Coney Island district, would feed into this subway at Parkside Avenue; beside, the Eastern parkway people are now busy obtaining consent of owners to build an extension from the Park Plaza along that avenue by assessment, and must connect with the Flatbush subway extension. We therefore urge that no consideration be given to any proposition for private construction for Brooklyn which does not include a four-track extension of the present Interborough tracks along Flatbush Avenue, from Atlantic to Parkside Avenue, and a four-track Broadway-Lafayette Avenue Loop.

Which was ordered filed.

The full minutes of the meeting of this day will appear in the City Record at a later date.

JOSEPH HAAG, Secretary.

DEPARTMENT OF DOCKS AND FERRIES.

New York, May 1, 1909.

The following communications were received, action being taken thereon as noted, to wit:

From the Union Stock Yard and Market Company (80020)—Requesting a renewal of permit to occupy 250 feet of the north side of approach to pier foot of West Forty-fifth street, North River. Filed, the permit having been this day renewed.

From the Hiawatha Canoe Club (81183)—Stating it has purchased the house of the Columbia Rowing Club, on the south side of Sherman's Creek, Harlem River, and asking that the permit for its maintenance be renewed in the name of the Hiawatha Canoe Club. Filed, the permit having been renewed to the Hiawatha Canoe Club.

From Daniel Norton and Thomas F. Grattan (81451)—Making application for permission to occupy 110 feet of bulkhead space on the southerly side of Pier 48, North River. Filed, the permit having been renewed to Daniel Norton.

The following open market orders were issued:

No.	Issued To and For	Price.
167.	American Ice Company, ice, per 100 pounds.	\$0 40
168.	Kanouse Mountain Water Company, distilled water for May, 1909, per gallon, Pier A offices.	06
169.	Kanouse Mountain Water Company, distilled water for May, 1909, per gallon, Engineers' offices.	06
170.	Martin B. Brown Company, printing order blanks.	46 25
171.	Department of Correction, brooms, estimated.	76 00

The Cashier reported that monies were received and deposited for the week ending May 1, 1909, amounting to \$84,469.55.

The following renewal privileges were granted, to begin as of May 1, 1909, and to continue during the pleasure of the Commissioner, but not longer than April 30, 1910, the rental and manner of payment to be as noted in each case:

Allen Point Boat Club, boathouse at bulkhead south of East Fifty-fifth street, East River, \$1 per year, payable in advance to the Dockmaster.

American Hay Company, berth for barges on south side of Pier 4, Wallabout Basin, Brooklyn, \$2 per day, payable at the end of each week to the Dockmaster.

American Ice Company, land under water for ice bridge, scales and engine house in front of bulkhead between Piers (old) 39 and (old) 60, East River, \$500 per annum, payable quarterly in advance to Cashier.

American Ice Company, bulkhead between Piers 24 and 25, North River, \$4,000 per annum, payable quarterly in advance to Cashier.

American Ice Company, inner half of northerly side of pier foot of West Forty-sixth street, North River, \$2,500 per annum, payable quarterly in advance to Cashier.

American Ice Company, eight feet of bulkhead south of pier foot of Tenth street, East River, \$66 per annum, payable quarterly in advance to Cashier.

American Ice Company, 150 feet, outer end, south side of pier between Fifty-first and Fifty-second streets, Brooklyn, with ice bridge privilege, \$1,500 per annum, payable quarterly in advance to Cashier.

John Arbuckle, berth for steamer "Jacob A. Stamler" and yacht "Gesina," foot of East Twenty-third street, East River, \$5 per month, payable monthly in advance to Dockmaster.

Atlanta Boat Club, boathouse foot of One Hundred and Fifty-second street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Audubon Yacht Club, boathouse foot of One Hundred and Sixty-fifth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Mrs. Kate Bachman, house foot of Eldert avenue, Rockaway Beach, Borough of Queens, \$1 per annum, payable in advance to the Dockmaster.

Charles Baesler, cab stand No. 1, at St. George terminal of Staten Island Ferry, \$2 per month, payable monthly in advance to Cashier.

Charles Baesler, cab stand No. 5, at St. George terminal of Staten Island Ferry, \$3 per month, payable monthly in advance to Cashier.

Baltimore and Ohio Railroad Company, railroad tracks on marginal street in rear of bulkhead between Piers 65 and 66, North River, 326 linear feet, \$143.44 per annum, payable quarterly in advance to Cashier.

Baltimore and Ohio Railroad Company, land under water for transfer bridge in front of bulkhead between Piers 65 and 66, North River, \$2,770.08 per annum, payable quarterly in advance to Cashier.

Baltimore and Ohio Railroad Company, awning shed and platform on marginal street (an area of 3,348 square feet) at approach to Pier 22, North River, \$267.84 per annum, payable quarterly in advance to Cashier.

George W. Beebe, land fishing boat at Battery Landing, \$4 per day from May 1 to October 31, 1909, and \$3 per day from November 1 to April 30, 1910, payable at the end of each week to Dockmaster.

Eugene Berlinghoff, boathouse and boat at Hunts Point road, East River, Borough of The Bronx, \$5 per month, payable monthly in advance to Dockmaster.

William H. Bosch, newsstand at approach to ferryhouse between Twenty-second and Twenty-third streets, North River, \$2 per month, payable monthly in advance to Dockmaster.

Domenico Bafalis and Peter Pipiles, fruit stand foot of One Hundred and Thirtieth street, North River, \$25 per month, payable monthly in advance to Dockmaster.

George Boman, boathouse foot of Thirty-sixth street, Brooklyn, \$5 per month, payable monthly in advance to the Dockmaster.

Borough Construction Company, 224 feet of bulkhead northerly of the southerly end of the Clinton avenue bulkhead, Brooklyn, with dumping board privilege, \$2,240 per annum, payable quarterly in advance to Cashier.

Bunker Contracting Company, cribwork dump between Seventy-first and Seventy-second streets, East River, \$3,000 per annum, payable quarterly in advance to Cashier.

Thomas B. Bowe & Son Company, town dock at Westchester, Westchester Creek, Borough of The Bronx, \$400 per annum, payable quarterly in advance to Cashier.

L. Boyer's Sons Company, easterly side of Pier 53, East River, \$1,200 per annum, payable quarterly in advance to Cashier.

L. Boyer's Sons Company, northerly side of pier foot of South Fifth street, Brooklyn, \$1,320 per annum, payable quarterly in advance to Cashier.

M. R. Boyle, space for building foot of Ocean avenue, Sheepshead Bay, Brooklyn, \$300 per annum, payable quarterly in advance to Cashier.

James B. Brady, space for storage of sand foot of East One Hundred and Fourth street, Harlem River, \$37.50 per month, payable monthly in advance to Dockmaster.

William Bradley, land under water covered by dumping board between Stanton and Houston streets, East River, an area of 3,943 square feet, \$1,084.32 per annum, payable quarterly in advance to Cashier.

John N. Briggs, 125 feet of the south side inner end of pier foot of East Thirty-sixth street, East River, with ice bridge privilege, \$1,800 per annum, payable quarterly in advance to Cashier.

Broadway Boat Club, house foot of Grove avenue, Rockaway Beach, Borough of Queens, \$1 per annum, payable in advance to Dockmaster.

A. J. H. Brooks Company, space for storage of building material between Fifty-first and Fifty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

A. J. H. Brooks Company, space for storage of building material between Fifty-first and Fifty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

William Brooks' Sons, space for storage of building material between Fifty-first and Fifty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Brunswick Steamship Company, northerly side of the pier foot of East Nineteenth street, East River, \$5,000 per annum, payable quarterly in advance to Cashier.

John S. Bush, land under water on easterly side of Westchester Creek, south of Main street causeway, Westchester Creek, \$165 per annum, payable quarterly in advance to Cashier.

Bernard Campbell & Co., space for storage of building material between Thirty-third and Thirty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Bernard Campbell & Co., space for storage of sand and broken stone between Piers 46 and 48, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Candee, Smith & Howland Company, space for storage of building material foot of Twenty-fifth street, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

Carroll Box and Lumber Company, 5.06 feet of bulkhead outside of fence line between Eighteenth and Nineteenth streets, East River, \$10 per month, payable monthly in advance to Dockmaster.

Central Railroad Company of New Jersey, awning shed (2,195 square feet) in rear of bulkhead between Piers 32 and 33, North River, \$175.00 per annum, payable monthly in advance to Dockmaster.

F. H. Chapman, space 30 by 100 feet in dimensions between Piers 5 and 6, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

F. H. Chapman, space for storage of sand and broken stone between Thirty-third and Thirty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Mrs. Mary Claffey, bath houses on the south side of One Hundred and Forty-eighth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Clyde Steamship Company, two awning platforms (8,062 square feet) at approach to Pier (new) 36, North River, \$644.96 per annum, payable quarterly in advance to Cashier.

Commercial Coal Company, 100-foot berth, with tally house, at pier between Fifty-first and Fifty-second streets, Brooklyn, \$75 per month, payable monthly in advance to Cashier.

Mrs. Rose Connell, newspaper stand at approach to ferry house foot of Cortlandt street, North River, \$2 per month, payable monthly in advance to Dockmaster.

Terence Connolly, space for the storage of sand or building material north of Pier 51, East River, \$75 per month, payable monthly in advance to Dockmaster.

Consolidated Telegraph and Electrical Subway Company, space 90 by 100 feet in dimensions in rear of bulkhead between Fifty-first and Fifty-second streets, North River, \$1,350 per annum, payable monthly in advance to Cashier.

Consumers' Brewing Company, land under water (an area of 6,701 square feet) in front of the southerly half of the block between Fifty-fourth and Fifty-fifth streets, \$220 per annum, payable quarterly in advance to Cashier.

William C. Conway, northerly half of upland and water-front foot of Layton avenue, Throggs Neck, Borough of The Bronx, \$1 per month, payable monthly in advance to Dockmaster.

William Corcoran, newspaper stand at approach to ferry house foot of Liberty street, North River, \$2 per month, payable monthly in advance to Dockmaster.

James W. Corrigan, space 60 feet in width foot of Twenty-first street, Sheepshead Bay, Brooklyn, \$15 per month, payable monthly in advance to Dockmaster.

Richard Cox, boat house between Two Hundred and Fourth and Two Hundred and Fifth streets, North River, \$100 per annum, payable quarterly in advance to Cashier.

C. Cummings, watchman's shanty south of West Seventy-ninth street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.
 Cunard Steamship Company, south side of Pier (new) 56, North River, \$500 per month, payable monthly in advance to Cashier.
 Curtis-Blaisdell Company, 100-foot berth on north side of pier foot of Twenty-eighth street, East River, with steam hoist, \$900 per annum, payable at the end of each month to Cashier.
 Curtis-Blaisdell Company, berth on south side of pier foot of Twenty-ninth street, East River, with coal hopper, \$900 per annum, payable quarterly in advance to Cashier.

Curtis-Blaisdell Company, land under water for platform foot of Fifty-sixth street, East River, extension to boiler house, and platform for coal hoist, \$550 per annum, payable quarterly in advance to Cashier.

Curtis-Blaisdell Company, land under water (924 square feet), for platform south of West Fortieth street, North River, \$254.10 per annum, payable quarterly in advance to Cashier.

John Dalton, boat house adjoining the southerly side of West One Hundred and Sixty-fifth street, North River, \$8 per month, payable monthly in advance to Dockmaster.

Charles W. Davis, landing steamer "Mary E. Gordon" at Pier (old) 54, East River, \$5 per day, payable at the end of each week to the Dockmaster.

L. D. Davis, express office at approach to ferry house foot of Christopher street, North River, \$15 per month, payable monthly in advance to Dockmaster.

Dugnon Contracting Company, portable house at bulkhead north of pier foot of Clinton street, East River, \$1 per month, payable monthly in advance to Dockmaster.

Dugnon Contracting Company, space for the storage of building material on upland in rear of bulkhead between Eightieth and Eighty-first streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

James Donnelly, watchman's house at bulkhead foot of West One Hundred and Thirty-second street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.

Deichmann & Co., 5,850 square feet of upland area north of northerly side of One Hundred and First street, Harlem River, \$1,000 per annum, payable quarterly in advance to Cashier.

D. Devine, 100-foot berth at pier foot of Fortieth street, North River, \$75 per month, payable quarterly in advance to Cashier.

A. H. Dillard, 125 feet of bulkhead on the southwesterly side of Wallabout Canal, Brooklyn, about opposite Rodney street, with coal hoist and scales, \$1,000 per annum, payable monthly in advance to Cashier.

John Donnelly, berth for manure boat at bulkhead north of Fifty-second street, North River, \$75 per month, payable monthly in advance to Cashier.

William Donnelly, watchman's shanty on pier foot of West Forty-eighth street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.

Dry Dock, East Broadway and Battery Railroad Company, tracks on marginal street, between Water and Bedloe's streets, North River, 25 linear feet, \$136.50 per annum, payable quarterly in advance to Cashier.

Engene R. Duffy, float in front of bulkhead on south side of pier foot of Thirty-fourth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Dunn & Roche, Berth No. 16, in lower oyster basin, south of Gansevoort Market Pier, North River, \$2.20 per day, payable monthly in advance to Dockmaster.

East River Mill and Lumber Company, space for the storage of lumber between Ninety-sixth and Ninety-seventh streets, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

East Side Democratic Club, boathouse foot of East One Hundred and Twenty-third street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Lake Elders, club house on easterly side of Elders Dock, Rockaway Beach, Borough of Queens, \$12 per annum, payable monthly in advance to Dockmaster.

J. & J. W. Ellsworth Company, Berth No. 8, in the upper oyster basin, between Bloomfield Street Pier and Gansevoort Market Pier, North River, \$2.40 per day, payable monthly in advance to Dockmaster.

Eric Railroad Company, railroad tracks on marginal street between Twenty-seventh and Twenty-eighth streets, North River, to connect transfer bridge with tracks of Terminal Warehouse Company, 15 linear feet, \$120.00 per annum, payable quarterly in advance to Cashier.

Eric Railroad Company, 200 feet of the northerly side of Pier 4, Wallabout Basin, Brooklyn, \$3,300 per annum, payable quarterly in advance to Cashier.

East & Son Coal Company, 125 feet of the northerly side of Pier 51, East River, \$1,200 per annum, payable quarterly in advance to Cashier.

Exclusive Yacht Club, boathouse between Fifty-ninth and Sixty-first streets, Brooklyn, \$100 per annum, payable quarterly in advance to Cashier.

Louis Eysel and John Lamlin, boathouse between Thirty-fourth and Thirty-fifth streets, Brooklyn, \$5 per month, payable monthly in advance to Dockmaster.

Farmer Feed Company, 100-foot berth between Seventy-fifth and Seventy-sixth streets, East River, \$2 per day, payable at the end of each week to the Dockmaster.

James Farnam, boathouse on the south side of Pier 4, at Wallabout Basin, Brooklyn, \$2 per month, payable monthly in advance to Dockmaster.

William Farrell & Son, berth on south side of pier foot of One Hundred and Thirty-first street, North River, for unloading coal, \$75 per month, payable monthly in advance to Cashier.

Thomas J. Fenley, Cub Stand No. 4, at St. George Terminal of the Staten Island Ferry, \$2 per month, payable monthly in advance to Cashier.

Patrick Fitzgerald, front stand on the south platform extension of the Battery Landing Pier, \$2 per month, payable monthly in advance to Dockmaster.

A. J. Forman, 100-foot berth on the south side of Seventy-eighth street, East River, with portable hoist, etc., \$900 per annum, payable quarterly in advance to Cashier.

Forty-second street, Manhattanville and St. Nicholas Avenue Railroad Company, railroad tracks on marginal street, between One Hundred and Ninth and One Hundred and Tenth streets, Harlem River, \$55 per annum, payable quarterly in advance to Cashier.

Captain A. G. Foster, land steamer "Angler" at the Battery Wharf, \$4 per day from May 1 to October 31, 1909, and \$3 per day from November 1 to April 30, 1910, payable at the end of each week to the Dockmaster.

Captain A. G. Foster, berth for steamer "Angler" at the outer end, south side of pier foot of Twenty-first street, East River, \$75 per month, payable quarterly in advance to Cashier.

Foster-Scott Ice Company, bulkhead 100 feet in length on north side of East One Hundred and Thirty-fourth street, Harlem River, with ice bridge privilege, \$1,200 per annum, payable quarterly in advance to Cashier.

Foster-Scott Ice Company, south half of bulkhead between Piers 3 and 4, Wallabout Basin, Brooklyn, with ice bridge privilege, \$825 per annum, payable quarterly in advance to Cashier.

John Fleming, 150 feet of the inner end of the north side of the pier foot of West One Hundred and Thirty-third street, North River, with dumping board privilege, \$1,200 per annum, payable quarterly in advance to Cashier.

Alexander Fraser Company, Berth No. 14, in the upper oyster basin, between Bloomfield Street Pier and Gansevoort Market Pier, North River, \$1 per day, payable monthly in advance to Dockmaster.

Friendship Boat Club, boathouse and float foot of One Hundred and Fifty-fourth street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

C. J. Gallagher, space for the storage of sand and broken stone between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

William Gallagher, candy stand at approach to pier foot of Noble street, Brooklyn, \$1 per month, payable monthly in advance to Dockmaster.

Church E. Gates & Co., land under water, an area of 7,274 square feet, in the vicinity of One Hundred and Forty-sixth street, Harlem River, \$1,000 per annum, payable quarterly in advance to Cashier.

Frederick Geggs, boathouse and float foot of One Hundred and Forty-ninth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

J. H. Geigerman, boathouse, float and gangway foot of Bingay street, East River, Borough of The Bronx, \$5 per month, payable monthly in advance to Dockmaster.

Fred Geiter, space for the storage of sand and broken stone between One Hundred and Thirty-first and One Hundred and Thirty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Mrs. Ann Gilbert, land under water foot of Sheepshead Bay road, Sheepshead Bay, Brooklyn, \$100 per annum, payable quarterly in advance to Cashier.

Mrs. J. Goldberg, newspaper stand at approach to ferryhouse foot of Twenty-third street, East River, \$2 per month, payable monthly in advance to Dockmaster.

R. Golla, 100 feet of the south side of the pier foot of One Hundred and Thirty-first street, North River, \$75 per month, payable monthly in advance to Cashier.

Joseph Gordon, 5,300 square feet of space in rear of premises leased to him south of Thirty-eighth street, East River, \$726 per annum, payable quarterly in advance to Cashier.

Grace Club, boathouse on the north side of West One Hundred and Sixty-sixth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Greenwich Freight Line, land steamer "General Putnam" and maintain tally house at Pier (new) 30, East River, \$5 per day, payable at the end of each week to Dockmaster.

August Grill, 142 feet of bulkhead along southerly side of Kent Avenue Basin, Wallabout Canal, Brooklyn, with ice bridge privilege, \$1,000 per annum, payable quarterly in advance to Cashier.

Joseph T. Hackett, space for storage of sand and broken stone between Piers 46 and 48, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

William Hagedorn, 1,795 square feet of space covered by ice bridge foot of Ninety-eighth street, East River, \$51 per month, payable monthly in advance to Cashier.

Michael Halloran, newspaper stand at approach to ferry house foot of Twenty-third street, East River, \$2 per month, payable monthly in advance to Dockmaster.

Edward A. Hamilton, boathouse foot of Two Hundred and Fourth street, North River, \$100 per annum, payable quarterly in advance to Cashier.

Harlem and Morrisania Consolidated Transportation Line, land steamer "Mount Morris" or the propeller "Alert" for the purpose of taking on and discharging freight at the pier foot of North Second street, Brooklyn, \$600 per annum, payable quarterly in advance to Cashier.

George Harr, land under water in front of his property, between Bay-side and West Bourne avenues, Bay Rockaway, Borough of Queens, \$12 per annum, payable in advance to Dockmaster.

Mary Ann Healey, newspaper stand at approach to ferry house foot of Chambers street, North River, \$2 per month, payable monthly in advance to Dockmaster.

P. J. Heaney Company, bulkhead foot of One Hundred and Seventy-second street, Bronx River, Borough of The Bronx, \$50 per annum, payable quarterly in advance to Cashier.

Henry Hechinger, boathouse and float foot of Two Hundred and Fourth street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

The Hencken & Willenbrink Company, berth at inner end of south side of pier foot of Fifth street, East River, \$600 per annum, payable quarterly in advance to Cashier.

R. & C. Henry, space for the storage of sand and broken stone, between Piers 46 and 48, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

H. L. Herbers & Co., 320 feet of south side of pier foot of Twenty-third street, East River, \$2,500 per annum, payable quarterly in advance to Cashier.

Hinawana Canoe Club, boathouse, rowse and float on south side of Sherman's Creek, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Andrew J. Hinkey, portable newspaper stand at entrance to Manhattan terminal ferry house of Staten Island Ferry, \$2 per month, payable monthly in advance to Dockmaster.

Margaret A. Hill, long bridge over Hook Creek, near the head of Jamsies Bay, at boundary line between The City of New York and Nassau County, \$1 per annum, payable in advance to Dockmaster.

Holshausen Ferry Company, tall tower at outer end of Pier (new) 15, North River, \$100 per annum, payable quarterly in advance to Cashier.

J. J. Houseman Oyster Company, Berth No. 10, upper oyster basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.00 per day, payable monthly in advance to Dockmaster.

Mrs. Catherine Howard, stand for sale of milk, lemonade and candy, between Twenty-second and Twenty-third streets, North River, \$2 per month, payable monthly in advance to Dockmaster.

Huntington, Norwalk and Bridgeport Steam Ferry Company (Lida), in land steamer "Huntington" at the west side of Pier (new) 30, East River, \$10 per day, payable at the end of each week to Dockmaster.

Interborough Rapid Transit Company, land under water covered by pier foot of Lenox avenue and One Hundred and Fifteenth street, \$229.21 per annum, payable quarterly in advance to Cashier.

Interborough Rapid Transit Company, land for bridge pier foot of Second avenue, Harlem River, \$550 per annum, payable quarterly in advance to Cashier.

Jetter Brewing Company, land under water in front of northerly half of block between Fifty-fourth and Fifty-fifth streets, East River, \$220 per annum, payable quarterly in advance to Cashier.

P. Johnson, space 70 feet in length, for bathhouse south of Layton avenue, Throggs Neck, Borough of The Bronx, \$2 per month, payable monthly in advance to Dockmaster.

John P. Kane Company, space for the storage of brick foot of Ninety-sixth street, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

M. Kane & Son, space for the storage of sand, between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Martin J. Kane, 135 feet of crib bulkhead south of One Hundred and Thirty-first street, Harlem River, along easterly line of Lexington avenue produced, with ice bridge privilege, \$1,200 per annum, payable quarterly in advance to Cashier.

P. F. & W. A. Kane berth at inner end of north side of pier foot of Fifth street, East River, for loading manure scow, \$600 per annum, payable quarterly in advance to Cashier.

J. L. Keating & Co., space 30 by 100 feet, in rear of bulkhead between Fifty-first and Fifty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

J. L. Keating & Co., space for storage of sand and broken stone, between Fifty-first and Fifty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

J. L. Keating & Co., space for the storage of sand and broken stone, between Sixtieth and Sixty-first streets, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

J. L. Keating & Co., space for storage of sand between Piers 46 and 48, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Matthew Kiernan, cab stand No. 2, at the St. George terminal of the Staten Island Ferry, \$2 per month, payable monthly in advance to Cashier.

Kings Transportation and Supply Company, berth at pier foot of Gansevoort street, North River, \$1 per day, payable at the end of each week to the Dockmaster.

George Klauselker, berth at the inner end of the south side of the pier foot of Ninety-first street, East River, \$5 per month, payable monthly in advance to Dockmaster.

Frank M. Knauss, 150 feet of bulkhead, with 30 feet of upland in rear thereof, at the Clinton avenue bulkhead, Brooklyn, \$75 per month, payable monthly in advance to Cashier.

Knickerbocker Canoe Club, boathouse, float, etc., foot of One Hundred and Sixty-seventh street, North River, \$5 per month, payable monthly in advance to Dockmaster.

G. Knoche, land under water covered by platform, an area of 780 square feet, between Eighty-second and Eighty-third streets, East River, \$214.50 per annum, payable quarterly in advance to Cashier.

Jacob Kohlman, boathouse on south shore of Shermans Creek, Harlem River, \$75 per annum, payable quarterly in advance to Dockmaster.

Benjamin Kornsky & Son, bulkhead foot of Carleers street, East River, 60 feet in length, with coal hopper, and scale privilege, \$900 per annum, payable quarterly in advance to Cashier.

Francis R. Kramer, boathouse and float foot of East One Hundred and Twenty-first street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Louisa Lagonzeba, portable fruit stand at approach to ferryhouse of the Erie Railroad Company, foot of West Twenty-third street, North River, \$10 per month, payable monthly in advance to Dockmaster.

Estate of George Law, northerly half of pier foot of Tenth street and southwesterly side and entire surface of pier foot of Eleventh street, East River, \$2,500 per annum, payable quarterly in advance to Cashier.

Langan Brothers, space for storage of sand and broken stone between One Hundred and Thirty-first and One Hundred and Thirty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Michael Larkin & Son, space for the storage of sand between Nineteenth and Twentieth streets, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

Lehigh Valley Railroad Company, land under water offshore of bulkhead between north side of Pier 66 and the transfer bridge north of said pier, an area of 731 square feet, North River, \$291.02 per annum, payable quarterly in advance to Cashier.

Lehigh Valley Railroad Company, land under water for extension to Pier (old) 2 and for platform between Piers (old) 2 and 3, North River, \$4,299.63 per annum, payable quarterly in advance to Cashier.

Lehigh Valley Railroad Company, bulkhead foot of Forty-third street, East River, \$600 per annum, payable quarterly in advance to Cashier.

Lehigh Valley Railroad Company, bulkhead foot of Forty-fourth street, East River, \$880 per annum, payable quarterly in advance to Cashier.

Lehigh Valley Railroad Company, 100-foot berth for barge at inner end of the south side of Pier 1, Wallabout Basin, Brooklyn, \$1,600 per annum, payable quarterly in advance to Cashier.

Henry Lente, boathouse, runway and float foot of West One Hundred and Fifty-eighth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

John Lever, space for the storage of sand between One hundred and Thirty-second and One Hundred and Thirty-third streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Lone Star Boat Club, boathouse and boat foot of One Hundred and Fifty-third street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Long Island Railroad Company, land under water for platform, 6,171 square feet, in front of bulkhead between Piers (old) 32 and (old) 33, East River, \$1,697.03 per annum, payable quarterly not in advance to Cashier.

Long Island Railroad Company, Pier (new) 22 and 11,834 square feet of platform northerly, East River, \$26,500 per annum, payable quarterly in advance to Cashier.

Long Island Railroad Company, westerly half of Pier (old) 33, East River, and half bulkhead westerly, \$9,000 per annum, payable quarterly in advance to Cashier.

Long Island Railroad Company, easterly half of Pier (old) 33, East River, \$3,000 per annum, payable quarterly in advance to Cashier.

Anton Landy, marinier pier and boathouse over land under water owned by the City, foot of Dudley avenue, Sheepshead Bay, Brooklyn, \$5 per month, payable monthly in advance to Dockmaster.

Jeremiah Lyons, newspaper stand at approach to ferry house foot of Barclay street, North River, \$2 per month, payable monthly in advance to Dockmaster.

William McAdie, portable newspaper stand at approach to ferry house of the Pennsylvania Railroad Company north of Twenty-third street, North River, \$2 per month, payable monthly in advance to Dockmaster.

John A. McCarthy, fence around now made land between Piers 50 and 51, East River, \$300 per annum, payable quarterly in advance to Cashier.

John McDermott & Son, northerly half of Pier (old) 54, East River, \$1,320 per annum, payable quarterly in advance to Cashier.

Frank McEwan, refreshment stand on Battery wharf, \$5 per month, payable monthly in advance to Dockmaster.

Michael J. McManus, outside newspaper stand front of Christopher street, North River, \$2 per month, payable monthly in advance to Dockmaster.

Stephen McEneaney, cab stand No. 3 at St. George Terminal of the Staten Island Ferry, \$2 per month, payable monthly in advance to Cashier.

Owen McKane, watchman's shanty foot of West Thirtieth street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.

James McLaughlin, space 30 by 100 feet in dimensions between Eightieth and Eighty-first streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

James McLaughlin Company, space for the storage of sand and broken stone between One Hundred and Thirty-first and One Hundred and Thirty-second streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

James McLaughlin Company, space for the storage of building material between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Thomas F. McLaughlin, space for the storage of building material between One Hundred and Twenty-ninth and One Hundred and Thirtieth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

M. J. McNamara, newspaper stand at approach to ferry house foot of Desbrosses street, North River, \$2 per month, payable monthly in advance to Dockmaster.

Robert J. Malone, newspaper stand at southerly side of West Forty-second street, North River, \$2 per month, payable monthly in advance to Dockmaster.

Maine Steamship Company, 125 feet of bulkhead northerly of Pier (new) 32, East River, \$1,800 per annum, payable quarterly in advance to Cashier.

John Maloney, boathouse foot of Thirty-fourth street, Brooklyn, \$5 per month, payable monthly in advance to Dockmaster.

Morris Mandelstein, portable newspaper stand at approach to ferry house foot of Twenty-third street, East River, \$2 per month, payable monthly in advance to Dockmaster.

Manhattan Sand Company, space for the storage of sand and broken stone in rear of the easterly half of the bulkhead between Piers 7 and 8, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

Thomas Manning, shanty on Old Town Dock at Eastchester, \$27.50 per annum, payable quarterly in advance to Cashier.

E. & J. Marrin, space for the storage of sand between Nineteenth and Twentieth streets, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

E. & J. Marrin, space for the storage of broken stone between Nineteenth and Twentieth streets, East River, \$37.50 per month, payable monthly in advance to Dockmaster.

A. Marshall, boathouse north of One Hundred and Sixty-third street, North River, \$100 per annum, payable quarterly in advance to Cashier.

Mrs. Julia Marshall, coffee stand between Piers 4 and 5, East River, \$1 per annum, payable in advance to Dockmaster.

Meade Transfer Company, bulkhead between Piers (old) 1 and (new) 1, North River, \$1,200 per annum, payable quarterly in advance to Cashier.

Captain H. L. Mesker, floating belled foot of Jerusalem street, Brooklyn, \$1 per month, payable in advance to Dockmaster.

Merchants' Union Ice Company, berth at insouthern end of easterly side of Pier 35, East River, with ice bridge privilege, etc., \$1,320 per annum, payable quarterly in advance to Cashier.

A. F. Merrill & Son, Berth No. 5 in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.80 per day, payable monthly in advance to Dockmaster.

A. F. Merrill & Son, Berth No. 6, in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.80 per day, payable monthly in advance to Dockmaster.

J. J. Merrill & Co., Berth No. 9, in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.80 per day, payable monthly in advance to Dockmaster.

L. P. Mersereau, Berth No. 4, in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.80 per day, payable monthly in advance to Dockmaster.

Metropolitan Street Railway Company, railroad tracks on upland at approach to ferry house foot of Chambers street, North River, 754 linear feet, \$377 per annum, payable quarterly in advance to Cashier.

Metropolitan Street Railway Company, railroad tracks on marginal street between Watts and Desbrosses streets, North River, 340 linear feet, \$170 per annum, payable quarterly in advance to Cashier.

Metropolitan Street Railway Company, railroad tracks on marginal street area at approach to ferry house foot of Twenty-third street, East River, 774 linear feet, \$387 per annum, payable quarterly in advance to Cashier.

Metropolitan Street Railway Company, railroad tracks on marginal street area in the vicinity of West Twenty-third street, North River, 1,938 linear feet, \$954 per annum, payable quarterly in advance to Cashier.

Metropolitan Street Railway Company, railroad tracks on marginal street foot of Christopher street, North River, 1,211 linear feet, \$605.50 per annum, payable quarterly in advance to Cashier.

Mexican Telegraph Company, cable landing at Pier "A," North River, \$300 per annum, payable quarterly in advance to Cashier.

Rutherford S. Moorehead, boat house at Poole's lane, Sheepshead Bay, Brooklyn, \$5 per month, payable monthly in advance to Dockmaster.

Moquin-Offerman-Wells Coal Company, bulkhead foot of Sackett street, Gowanus Canal, Brooklyn, \$165 per annum, payable quarterly in advance to Cashier.

Mrs. H. Morris, space covered by two buildings foot of Ocean avenue, Sheepshead Bay, Brooklyn, \$150 per annum, payable quarterly in advance to Cashier.

Morrison Yacht Club, land motor boats and naptha launches foot of One Hundred and Thirty-eighth street, East River, Port Morris, \$5 per month, from May 1 to November 1, 1909, and \$1 per month, from November 1, 1909, to April 30, 1910, payable monthly in advance to Dockmaster.

Jos. Morson, City property, with pier and extension foot of Twenty-third street, Sheepshead Bay, Brooklyn, \$10 per month, payable monthly in advance to Dockmaster.

James Moss, boat house foot of One Hundred and Fifty-fourth street, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Frank Muller, newspaper stand between One Hundred and Twenty-ninth and One Hundred and Thirtieth streets, North River, \$2 per month, payable monthly in advance to Dockmaster.

L. E. Muller, 100 feet of northerly side, inner end, of Pier 33, North River, with 27 feet of bulkhead northerly, \$1,800 per annum, payable quarterly in advance to Cashier.

Mrs. S. J. Murphy, float on south side of recreation pier foot of West Fifth street, North River, \$250 per month, payable monthly in advance to Dockmaster.

B. C. Murray, bulkhead foot of One Hundred and Seventy-fourth street, Bronx River, Borough of The Bronx, \$50 per annum, payable quarterly in advance to Cashier.

National Ice Company, ice bridge, scales, platform and jally house on southerly side of pier foot of One Hundredth street, Harlem River, \$1,500 per annum, payable quarterly in advance to Cashier.

Z. O. Nelson & Son, bulkhead foot of Deggow street, on the west side of Gowanus Canal, Brooklyn, \$165 per annum, payable quarterly in advance to Cashier.

New England Navigation Company, land under water, 1,784 square feet, covered by platform between Piers (old) 26 and 27, East River, \$490.60 per annum, payable quarterly in advance to Cashier.

New England Navigation Company, land under water, 4,300 square feet, covered by platforms east and west of Pier (old) 27, foot of Dover street, East River, \$1,182.50 per annum, payable quarterly in advance to Cashier.

New England Navigation Company, land under water, 3,495 square feet, for extension to Pier 18, North River, \$261.13 per annum, payable quarterly in advance to Cashier.

New York and New Jersey Telephone Company, temporary public pay station equipment at St. George terminal of the Staten Island Ferry, \$120 per annum, payable monthly in advance to Cashier.

New York and New Jersey Telephone Company, cable foot of First street, Gowanus Canal, Brooklyn, \$25 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, land under water for extension to Pier "L," between Sixty-ninth and Seventieth streets, North River, \$216 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, land under water for transfer bridge on south side of company's Pier "H," foot of West Sixty-third street, an area of 3,000 square feet, \$553.50 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, land under water for transfer bridge south of Pier 73, North River, \$2,317.50 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, tracks on marginal street area, between north side of Bloomfield street and Thirteenth street, North River, 1,030 linear feet, \$453.20 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company tracks on marginal street, between West Eleventh and Gansevoort streets, North River, 564 linear feet, \$248.16 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, tracks on marginal street, between Thirty-second and Thirty-third streets, North River, 350 linear feet \$242 per annum, payable quarterly in advance to Cashier.

New York Central and Hudson River Railroad Company, southerly half of the crib bulkhead foot of West Sixtieth street, North River, \$275 per annum, payable quarterly in advance to Cashier.

New York Contracting Company, Pennsylvania terminal, 175 feet of outer end, south side, of pier foot of West Thirtieth street, North River, \$250 per month, payable monthly in advance to Cashier.

New York Edison Company, bulkhead foot of Thirty-eighth street, East River, \$1,100 per annum, payable quarterly in advance to Cashier.

"New York Herald," structure between boiler house and express office along westerly side of the Whitehall terminal of the Staten Island Ferry, as a temporary news bureau, \$15 per month, payable monthly in advance to Cashier.

"New York Herald," small building on westerly pier at Whitehall terminal of the Staten Island Ferry, to be used as a wireless telegraph station, \$10 per month payable monthly in advance to Cashier.

New York Motor Boat Club, boat house, float, marine railway and runway foot of One Hundred and Forty-seventh street, North River, \$5 per month, payable monthly in advance to Dockmaster.

New York, New Haven and Hartford Railroad Company, land under water for platform between Piers (old) 50 and 51, East River, \$2,949.58 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 18,983 square feet, for platform in front of bulkhead westerly of Pier (old) 50, East River, \$5,220.33 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, for extension to Pier (old) 49, East River, \$175.18 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 3,314 square feet, for extension to Pier (old) 41, North River, \$91.15 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 4,112 square feet, for platform at bulkhead on north side of Pier (old) 40, North River, and for widening at the north side of said pier, \$1,130.80 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 5,300 square feet, for platform between Piers (old) 9 and 10, North River, \$1,457.50 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 6,729 square feet, for extension to Pier (old) 9, North River, \$1,850.48 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, 8,535 square feet, for extension to platforms between Piers (old) 8 and 9, North River, \$2,347.13 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, land under water, for platform between Piers (old) 51 and 52, East River, including shed, \$2,194.50 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, easterly half of Pier (old) 51, westerly half of Pier (old) 52 and small pier and bulkhead between, East River, \$14,000 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, westerly half of Pier (old) 51 and easterly half of Pier (old) 52, East River, \$5,000 per annum, payable quarterly in advance to Cashier.

New York, New Haven and Hartford Railroad Company, Jefferson street pier, East River, with shed thereon, \$17,000 per annum, payable quarterly in advance to Cashier.

New York Telephone Company, public pay station telephone service at the Manhattan terminal of the Staten Island Ferry, \$350 per annum, payable monthly in advance to Cashier.

New York Telephone Company, cable and protecting box at bulkhead foot of Thirty-eighth street, East River, \$300 per annum, payable quarterly in advance to Cashier.

New York Telephone Company, cable house at outer end of Pier 33, East River, \$300 per annum, payable quarterly in advance to Cashier.

Nonpareil Rowing Club, boathouse, runway and float, on south side of Sherman's Creek, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

North and East River Transportation Company, land scanners "Shadyside" and "City of Stamford" at Pier (new) 30, East River, with tallyhouse privilege, \$10 per day for each boat, payable at the end of each week to Dockmaster.

Northport Steamboat Company, land steamer "Northport" at offshore berth on the west side of Pier (old) 54, East River, \$5 per day, payable at the end of each week to Dockmaster.

Daniel Norton, 100 feet of bulkhead south of Pier 48, North River, with ice bridge privilege, \$3,300 per annum, payable quarterly in advance to Cashier.

Frank P. Nowak, boathouse, south of Lington Avenue, Pelham Bay, \$2 per month, payable monthly in advance to Dockmaster.

Thomas Nugent, newspaper stand on north side of electroliter at approach to Erie Ferryhouse, foot of West Twenty-third street, North River, \$2 per month, payable monthly in advance to Dockmaster.

O'Brien Brothers, Inc., 175 feet of bulkhead on easterly side of Clinton Avenue extension, Brooklyn, with dumping board privilege, \$1,650 per annum, payable quarterly in advance to Cashier.

Old Dominion Steamship Company, owning shed, an area of 7,072 square feet, on marginal street south of Pier (old) 26, North River, \$565.76 per annum, payable quarterly in advance to Cashier.

Old Dominion Steamship Company, owning shed and platform on marginal street north of Pier 26, North River, an area of 6,003 square feet, \$467.44 per annum, payable quarterly in advance to Cashier.

Charles Osborne, watchman's house, foot of West Thirteenth street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.

T. O'Shea, Jr., space 30 by 40 feet in dimensions, east of East Fifty-ninth street, Flatlands Bay, Brooklyn, with boathouse privilege, \$14.40 per annum, payable in advance to Dockmaster.

Benjamin S. Pack, 115 feet of northerly side of Pier 52, East River, with 60 feet of bulkhead adjoining, \$1,700 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, land under water, for extension to platform south of Pier (old) 16, North River, and for extension to end of said pier, \$1,913.75 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, land under water, for platform south of Pier (old) 16, North River, \$1,144.55 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, owning shed and platform on marginal street north of Pier 29, North River, 6,995 square feet, \$511.60 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, awning shed and platform on marginal street north of Pier 29, North River, 6,124 square feet, \$499.92 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, land under water, for platform between Piers (old) 3 and 4, North River, \$1,674.95 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, land under water, for platform between Piers (old) 1 and 2, North River, \$2,420 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, reclaimed land south of Pier (old) 1, North River, \$1,144.55 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, 23 feet of bulkhead extending southerly from former site of Pier (old) 18, North River, and 7,243 square feet of land under water in front of same, \$3,960 per annum, payable quarterly in advance to Cashier.

Pennsylvania Railroad Company, extension to outer end of Pier 29, North River, as a rack, including sheathing, \$2,733.82 per annum, payable quarterly in advance to Cashier.

John A. Phillips & Bros., space for the storage of brick, between One Hundred and Thirty-second and One Hundred and Thirty-third streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Portchester Transportation Company, land steamer "Glenville" or "Portchester" on south side of Pier (new) 30, East River, with tallyhouse privilege, \$10 per day for each boat, \$5 per day for outside berth, payable at the end of each week to Dockmaster.

William C. Purh, berth No. 3 in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$2 per day, payable monthly in advance to Dockmaster.

Protestant Episcopal Church Missionary Society for Seamen, floating church at south side, inner end of Pier (new) 30, East River, \$25 per annum, payable quarterly in advance to Cashier.

Quebec Steamship Company, northerly side of platform at approach to Pier 47, North River, covering 104.5 feet, \$1,925 per annum, payable quarterly in advance to Cashier.

George Rue, house and float foot of Tiffany street, Borough of The Bronx, \$5 per month, payable monthly in advance to Dockmaster.

Rafferty Bros., space for the storage of building material, between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

J. E. Reilly, float stage at inner end of south side of pier foot of West One Hundred and Twenty-ninth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Requa & Duell, berth for propeller "A. Bearley" on north side of pier foot of Canal street, North River, \$5 per day, payable at the end of each week to Dockmaster.

J. Rheinfrank Company, land under water for platform, 2,250 square feet, between Eighty-first and Eighty-second streets, East River, \$618.75 per annum, payable quarterly in advance to Cashier.

Richmond Light and Railroad Company, steam furnished by the Department for heating company's office at the St. George terminal of the Staten Island Ferry, \$250 per annum, payable monthly at the end of each month to the Cashier, rental to be charged only during such time as the steam is used by the company.

Joseph Ridley, watchman's shanty at approach to Pier (old) 53, East River, \$2.20 per month, payable monthly in advance to Dockmaster.

Captain John P. Roberts, land Liberty Island boat at Battery wharf, \$600 per annum for the period from May 1, to October 30, 1909, and \$200 per annum for the period, from November 1, 1909, to April 30, 1910, payable quarterly in advance to Cashier.

John C. Rodgers, pier foot of West One Hundred and Fifty-second street, North River, \$110 per annum, payable quarterly in advance to Cashier.

John C. Rodgers, Jr., temporary dock on land under water on south side of Givans Creek, near Baychester, Bronx Borough, \$150 per annum, payable quarterly in advance to Cashier.

D. Salvia, fruit stand outside of Brooklyn terminal of Thirty-ninth street ferry, \$100 per annum, payable monthly in advance to Cashier.

Charles Schaefer, berth on north side of Pier 5, Wallabout Basin, Brooklyn, \$2 per day, payable at the end of each week to Dockmaster.

J. Schlenker, boathouse and float north of One Hundred and Thirty-eighth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Schmitt & Schwanenfliegel Company, bulkhead between Fifty-sixth and Fifty-seventh streets, East River, \$500 per annum, payable quarterly in advance to Cashier.

Theodore Schwacke, space on sailing days at approaches to Transatlantic piers for sale of chairs, camp stools, etc., \$1 per month, payable monthly in advance to Dockmaster.

Charles M. Schwalbe, barber shop, St. George terminal of Staten Island Ferry, \$10 per month, payable monthly in advance to Cashier.

Schwarzchild & Sulzberger Company, office building at bulkhead foot of Forty-fifth street, East River, \$10 per month, payable monthly in advance to Dockmaster.

Schwarzchild & Sulzberger Company, bulkhead foot of Forty-fifth street, East River, \$700 per annum, payable quarterly in advance to Cashier.

James W. Scott, ice bridge, scales, office and engine house in front of bulkhead, between Piers (old) 56 and 57, East River, \$715 per annum, payable quarterly in advance to Cashier.

Senate Limited, boathouse foot of Bayside Avenue, Jamaica Bay, Borough of Queens, \$5 per month, payable monthly in advance to Dockmaster.

James Shewall & Sons, 886 square feet of land in rear of bulkhead south of East Houston street, East River, covered by office, \$55 per annum, payable quarterly in advance to Cashier.

Sicilian Asphalt Paving Company, space 90 by 100 feet in dimensions in rear of bulkhead, between Fifty-fourth and Fifty-fifth streets, North River, \$1,350 per annum, payable monthly in advance to Cashier.

Alexander Simpson, boathouse foot of West One Hundred and Fifty-first street, North River, \$5.50 per month, payable monthly in advance to Dockmaster.

Stamford & New York Steamboat Company, land steamer "Islander" at inshore end of north side of Pier (new) 30, East River, \$5 per day, payable at the end of each week to Dockmaster.

Standard Gas Light Company, northerly half of bulkhead, between Sixty-second and Sixty-third streets, East River, with upland, \$800 per annum, payable quarterly in advance to Cashier.

Standard Oil Company of New York, portable tally house on Pier 11, East River, \$5 per month, payable monthly in advance to Dockmaster.

Standard Oil Company of New York, 115-foot berth for oil barge at inner end, south side of pier foot of Tenth street, East River, \$1,210 per annum, payable quarterly in advance to Cashier.

Stegeman-Rockefeller Ice Company, 150 feet of southerly side, outer end of pier foot of Sixty-second street, East River, with ice bridge privilege, \$1,800 per annum, payable quarterly in advance to Cashier.

Edwin J. Steiner, land under water in the vicinity of Bayview Avenue, Far Rockaway, Borough of Queens, \$50 per annum, payable monthly in advance to Dockmaster.

James Stewart, space for the storage of building material, between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to the Dockmaster.

Frank E. Stever, boathouse foot of One Hundred and Sixty-sixth street, North River, \$100 per annum, payable monthly in advance to Dockmaster.

George M. Still, Berth No. 1 in the Upper Oyster Basin, between Bloomfield Street Pier and Gansevoort Market Pier, North River, \$210 per day, payable monthly in advance to Dockmaster.

Andrew T. Sullivan, land under water offshore of high water mark northerly of the corner of the Strand and Bayswater Avenue, Bayswater, Far Rockaway, Borough of Queens, \$12 per annum, payable in advance to Dockmaster.

Bartholomew Sullivan, refreshment stand at approach to Pier 54, North River, \$1 per month, payable monthly in advance to Dockmaster.

Swift & Co., awning shed on marginal street, between Little West Twelfth and West Thirteenth streets, North River, 1,945 square feet, \$155.00 per annum, payable quarterly in advance to Cashier.

Swift & Co., land under water, 980 square feet, south of West Thirty-ninth street, North River, with bulkhead platform privilege, \$275 per annum, payable quarterly in advance to Cashier.

George C. Tappen, land under water foot of East Twenty-seventh street, Sheephead Bay, Brooklyn, \$150 per annum, payable quarterly in advance to Cashier.

The Ferry & Tenth Company, Inc., so much of the platform on the westerly side of Pier (new) 32, East River, as is not held under permit by the Williams Engineering and Contracting Company, together with bulkhead extending from the west side of Pier (new) 32, to the east line of the space allotted to said Williams Engineering and Contracting Company, \$5 per day, payable at the end of each week to Dockmaster.

Terry & Tenth Company (Inc.), bulkhead at foot and south of One Hundred and Thirty-first street, Harlem River, with upland, \$700 per annum, payable quarterly in advance to Cashier.

James Thedford, 100 feet of south side of pier foot of Ninety-seventh street, North River, \$900 per annum, payable quarterly in advance to Cashier.

Thos. Thedford & Sons, 100-foot berth on north side of Ninety-first street pier, East River, with coal hoist privilege, \$900 per annum, payable quarterly in advance to Cashier.

George Thompson, Berth No. 2 in the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.90 per day, payable monthly in advance to Dockmaster.

John Thompson, Berth No. 12 at the Upper Oyster Basin, between Bloomfield street pier and Gansevoort Market pier, North River, \$1.20 per day, payable monthly in advance to Dockmaster.

Joseph Tino & Co., space for the storage of sand and broken stone, between One Hundred and Thirty-second and One Hundred and Thirty-third streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Joseph Tino & Co., space for the storage of sand and broken stone between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Joseph Tino & Co., space 30 by 100 feet in dimensions, in rear of bulkhead between Fifty-second and Fifty-fourth streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Twenty-eighth and Twenty-ninth Streets Crosstown Railway Company, tracks on marginal street in the vicinity of Twenty-fourth street, North River, 88 linear feet, \$44 per annum, payable quarterly in advance to Cashier.

H. R. Turner Coal Company, 150 feet of the southerly side of pier foot of Twenty-first street, East River, \$1,000 per annum, payable quarterly in advance to Cashier.

Union Boat Club, boathouse, runway and float on south side of Sherman's Creek, Harlem River, \$5 per month, payable monthly in advance to Dockmaster.

Union Ferry Company of New York and Brooklyn, two signs on structure leading from elevated railroad station at South Ferry to Manhattan terminal of the Thirty-ninth Street Ferry, \$1 per month, payable monthly in advance to Cashier.

Union Ferry Company of New York and Brooklyn, land under water for ferry racks along westerly side of Pier (new) 13, East River, \$9,000 per annum, payable quarterly, not in advance, to Cashier.

Union Ferry Company of New York and Brooklyn, wharf property foot of Atlantic Avenue, Brooklyn, covered by ferry structures and not included within lease to company, \$2,000 per annum, payable quarterly, not in advance, to Cashier.

Union Stock Yard and Market Company, space 10 by 250 feet on north side of approach to pier foot of west Fortieth street, North River, with fence, \$350 per month, payable quarterly in advance to Cashier.

United States Express Company, space for the handling of express matter at the St. George terminal of the Staten Island Ferry, \$1,500 per annum, payable quarterly in advance to Cashier.

United States Volunteer Life Saving Corps, rowboat on davits on Battery Landing Pier West, \$1 per year, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, life saving station on pier foot of East Fifty-first street, East River, \$1 per annum, payable annually in advance to Dockmaster.

United States Volunteer Life Saving Corps, life saving station foot of Fifty-eighth street, East River, \$1 per annum, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, life saving station on platform between Sixty-fourth and Sixty-fifth streets, East River, \$1 per year, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, life ring on fence at pier foot of Eighty-sixth street, East River, \$1 per annum, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, rowboat, with house, foot of One Hundredth street, Harlem River, \$1 per annum, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, life saving station at Layton avenue, Throggs Neck, Borough of The Bronx, \$1 per annum, payable in advance to Dockmaster.

United States Volunteer Life Saving Corps, life saving station foot of Hunts Point road, East River, Borough of The Bronx, \$1 per annum, payable in advance to Dockmaster.

Van Orden Brothers, Berth No. 13, in the Upper Oyster Basin, between Blaenfield street pier and Gansevoort Market pier, North River, \$2.40 per day, payable monthly in advance to Dockmaster.

James Wade, watchman's shanty on pier foot of Forty-fifth street, North River, \$2.20 per month, payable monthly in advance to Dockmaster.

John Wagner, boathouse, runway and float foot of One Hundred and Sixty-eighth street, North River, \$100 per annum, payable monthly in advance to Dockmaster.

Thomas Walsh, newspaper stand between Twenty-second and Twenty-third streets, North River, \$2 per month, payable monthly in advance to Dockmaster.

Washington Heights Sand Company, space for the storage of sand and broken stone between One Hundred and Thirty-second and One Hundred and Thirty-third streets, North River, \$37.50 per month, payable monthly in advance to Dockmaster.

Thomas B. Wilson, pier foot of Main street, City Island, \$300 per annum, payable quarterly in advance to Cashier.

Waverly Boat Club, boathouse in the vicinity of West One Hundred and Sixty-seventh street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Weber-McLaughlin Company, scales on new made land south of the area leased to the company between One Hundred and Thirtieth and One Hundred and Thirty-first streets, North River, \$27.50 per annum, payable quarterly in advance to Cashier.

A. W. Welch, 125 feet of northerly side of pier foot of Eighteenth street, East River, with ice bridge privilege, \$1,300 per annum, payable quarterly in advance to Cashier.

Frederick R. Welch, building for storage of motor boat supplies, foot of One Hundred and Forth street, North River, \$5 per month, payable monthly in advance to Dockmaster.

Western Union Telegraph Company, telegraph office in ferry house, at St. George terminal of the Staten Island Ferry, \$120 per annum, payable monthly in advance to Cashier.

Martin J. and Thomas P. White, sail boat foot of East One Hundred and Fifty-seventh street, Harlem River, \$50 per annum, payable monthly in advance to Dockmaster.

White Cross Fishing Club, boathouse south of Layton avenue, Throggs Neck, Borough of The Bronx, \$2 per month, payable monthly in advance to Dockmaster.

Williams Engineering & Contracting Company, west side of platform adjoining west side of Pier (new), 32, East River, with privilege of trestle and fence, \$440 per annum, payable quarterly in advance to Cashier.

M. D. Williamson, wharf property foot of Fifty-first street, Harlem River, with coal hoisting trestle, \$156.75 per annum, payable quarterly in advance to Cashier.

Matthew Wilson & Co., 100-foot berth on the south side of the West Thirtieth street pier, North River, with coal hoist, etc., \$75 per month, payable quarterly in advance to Cashier.

Robert J. Wright & Son, bulkhead foot of One Hundred and Fifth street, Harlem River, \$825 per annum, payable quarterly in advance to Cashier.

The Yorkville Independent Hygeia Ice Company, land under water covered by crib bulkhead and platform adjoining the northerly side of Eighty-second street, East River, \$559.30 per annum, payable quarterly in advance to Cashier.

The permit (81321) to Mrs. Katie Staplefield for the occupation of Lot No. 4 of Block 1, at Broad Channel, Jamaica Bay, Borough of Queens, was revoked, to take effect as of May 1, 1909, in accordance with advice of the Corporation Counsel, and permission was granted William H. Howe to occupy the area, to commence as of May 1, 1909, and to continue during the pleasure of the Commissioner, but not longer than May 1, 1912, rental to be at the rate of \$12 per annum, payable in advance to Cashier.

DENIS A. JUDGE, Deputy and Acting Commissioner.

LAW DEPARTMENT.

The following schedules form a brief extract of the transactions of the office of the Corporation Counsel for the week ending May 22, 1909, as required by section 1546 of the Greater New York Charter.

Note.—The City of New York or the Mayor, Aldermen and Commonalty of The City of New York is defendant, unless otherwise mentioned.

SCHEDULE "A"

Suits and Special Proceedings Instituted.

Court	Register and Folio	When Commenced	Title of Action	Nature of Action
Supreme... 75 290	May 17, 1909	Fishmann, Arthur, and <i>et al.</i> , vs. Sarah Goldstein <i>et al.</i>	To foreclose mortgage.	
Supreme... 75 291	May 17, 1909	Fishmann, Arthur, vs. Sarah Goldstein <i>et al.</i>	To foreclose mortgage.	
Municipal... 75 292	May 17, 1909	Lester, John C., vs. Bd. of Education.	Summons with notice for \$86.13 served.	
Sup. K. Cr. 75 293	May 17, 1909	Yorkville Amusement Co., vs. Theodore A. Bingham and <i>et al.</i>	To restrain interference with moving picture show, 1503 3d ave.	
Sup. K. Cr. 75 294	May 17, 1909	Albert, William, <i>et al.</i> , vs. Gen. B. McClellan <i>et al.</i>	To restrain interference with moving picture show, 124 Wyckoff ave., Brooklyn.	
Sup. K. Cr. 75 295	May 17, 1909	Siegel, Siegmund, vs. Theodore A. Bingham <i>et al.</i>	To restrain interference with moving picture show, 124 Wyckoff ave.	
Sup. K. Cr. 75 296	May 17, 1909	Illustrated Amusement Co., The, vs. George B. McClellan and <i>et al.</i>	To restrain interference with moving picture show, 25-30 W. 33rd st.	

Court	Register and Folio	When Commenced	Title of Action	Nature of Action
Supreme... 75 297	May 17, 1909	Weinberger, Annie (ex rel.), vs. J. N. Bogart and <i>et al.</i>	Certiorari to review revocation of relator's license.	
Supreme... 75 298	May 17, 1909	Rabbins, Maria L. (ex rel.), vs. Henry Smith.	Mandamus to compel reinstatement as Playhouse Attendant.	
Surrogates... 75 299	May 17, 1909	Brody, Ann, <i>et al.</i> (Master of estate of).	Judicial settlement of accounts.	
Mun. B'k'n 75 300	May 17, 1909	Shea, John, vs. John H. Tierman.	Action in replevin to recover goods valued at \$42.	
Supreme... 75 301	May 17, 1909	Feld, August, vs. Gen. B. McClellan <i>et al.</i>	To restrain interference with moving picture show, 25-30 W. 33rd st.	
Sup. O. Co. 75 302	May 17, 1909	East Avenue Athletic Club, vs. T. A. Bingham <i>et al.</i>	To restrain interference with moving picture show, 25-30 W. 33rd st.	
Sup. K. Cr. 75 303	May 18, 1909	Blissman, Catherine J. (ex rel.), vs. Herman A. Metz and <i>et al.</i>	Mandamus to compel cancellation of record of tax sale.	
Supreme... 75 304	May 18, 1909	Pratt Co., The J. W., vs. the City.	Summons only served.	
Sup. R. Co. 75 305	May 18, 1909	Bagley, Anna.	Presented injuries, fail, hole in suit. Hopkiss, Richard, \$15,000.	
Sup. R. Co. 75 306	May 18, 1909	Bagley, Lawrence J.	For loss of services of wife, injured fall, Broadway, Richard, \$100.	
Supreme... 75 307	May 18, 1909	Shelton & Co., John R. (Master of).	For undercanceling bill of sale, see.	
Sup. K. Cr. 75 308	May 18, 1909	Dishenbach, Lucy, <i>et al.</i> , vs. Gen. B. McClellan <i>et al.</i>	To restrain interference with moving picture show, 25-30 W. 33rd st.	
Sup. K. Cr. 75 309	May 18, 1909	Schmidt, Eddie J. <i>et al.</i> , vs. G. B. McClellan <i>et al.</i>	To restrain interference with moving picture show, 249 Wyckoff ave.	
Supreme... 75 311	May 18, 1909	Sauli, John H. (Master of).	For order dispossessing with lost property.	
Supreme... 75 312	May 18, 1909	Schneider, John.	Presented injuries, fail, to, Melrose man, \$15,000.	
Sup. K. Cr. 75 313	May 18, 1909	Brooklyn, Queens, Bronx and Suburban Railroad Co., vs. the City <i>et al.</i>	Action in partition to divide property in Massie's Dock rd., West Farms.	
Supreme... 75 314	May 19, 1909	Holland, Eddie.	To restrain selling or interceding with trades on Jamaica ave., Brooklyn.	
Supreme... 75 315	May 19, 1909	Case, Howard S. (ex rel.), vs. John P. Ahern <i>et al.</i>	Personal injuries, fail, violation of sidewalk, Government st., \$10,000.	
Supreme... 75 316	May 19, 1909	Baldwin, Townsend, <i>et al.</i> , vs. Bremner, <i>et al.</i>	Mandamus to compel defendant to pay off bill of relator's bond and issuance of license as master plumber.	
Supreme... 75 317	May 19, 1909	Hyslop, Garrison, <i>et al.</i> , vs. Joseph Wolkonsky <i>et al.</i>	To restrain selling of property for nonpayment of assessment for playing Park pt., Bremner <i>et al.</i> to College st.	
Municipal... 75 318	May 19, 1909	Adams Mfg. Co. vs. the City <i>et al.</i>	To foreclose mortgage.	
Sup. K. Cr. 75 319	May 21, 1909	Dickey, Frank.	Overflow of sewer, \$100,000.	
Supreme... 75 320	May 21, 1909	Gormley, Bridget, vs. People's Society Co. and Auditors.	Personal injuries, broken from who, etc., loss on payment, 452 Broadway, \$10,000.	
Supreme... 75 321	May 21, 1909	Hippler, California, vs. People's Society Co. and Auditors.	Damage to property, 1415 Vyse ave., roofless blasting, \$100,725.	
U. S. Dist. 75 318	May 21, 1909	Shamrock Twine Line.	For damage to property "Shamrock" comes from Harlem River Bridge, defective in opening and closing, \$100,000.	
Municipal... 75 322	May 21, 1909	Kong, David, vs. T. E. P. Gormley.	Action in relation to recover goods valued at \$100.	
Supreme... 75 324	May 21, 1909	Miller, Muller, <i>et al.</i> vs. <i>et al.</i>	For death of inmate, collapse of building at Ridgewood Pumping Station, \$100,000.	
Sup. K. Cr. 75 325	May 21, 1909	Henne, Charles A. (ex rel.), vs. T. A. Bingham.	Certiorari to review dismissal from Police Dept.	
Sup. K. Cr. 75 326	May 22, 1909	Rice, James S. (ex rel.), vs. T. A. Bingham.	Certiorari to review dismissal from Police Dept.	
Sup. K. Cr. 75 327	May 22, 1909	Bulger, Francis, vs. Board of Education and Literary Association, <i>et al.</i> vs. G. B. McClellan <i>et al.</i>	Mandamus to compel issuance of license for moving picture show.	
Sup. K. Cr. 75 328	May 22, 1909	Gordon, Louis, vs. T. A. Bingham and <i>et al.</i>	To restrain interference with business at Henderson's Walk, Coney Island.	

SCHEDULE "B"

Judgments, Orders and Decrees Entered.

People ex rel. James G. Collins vs. J. P. Ahern *et al.*—Order entered denying relator's motion to strike out answer of defendant Scannell.

Daniel R. Kelly—Entered order discontinuing action without costs.

People ex rel. D. Ogden Mills vs. L. Purdy *et al.* (No. 1)—Entered order denying relator's motion to rescind order quashing writ.

Mary Myers vs. City of New York, *et al.*—Entered order granting City's motion for leave to serve a supplemental answer.

People ex rel. Mary A. Farlie vs. J. V. Coggey—Entered Appellate Division order affirming order denying motion for mandamus.

In re Seth M. Milliken—Entered order on remittitur from Court of Appeals affirming order denying motion to vacate assessment.

Anthony Bruns vs. Board of Education (and nine similar actions)—Orders entered discontinuing actions without costs.

Nicholas Ryan (four actions)—Entered orders discontinuing actions without costs.

Jennie Hough—Entered Appellate Term order reversing judgment of Municipal Court in favor of plaintiff and dismissing complaint with costs to defendant in both courts.

Morris Friedman—Entered Appellate Term order affirming judgment of Municipal Court with costs, in so far as it provides for dismissal of complaint against the City, Joseph S. Atkins vs. City of New York *et al.*; Peter Carroll; James McMahon; William J. Thomas (two actions); Dennis Callahan; Thomas Walsh; Edwin Ford; John Keegan (two actions); Mayor, *et al.*, vs. New York and Harlem Railroad Company; City of New York vs. New York, New Haven and Hartford Railroad Company—Entered orders discontinuing actions without costs.

People ex rel. Joseph Schonlau vs. J. Harburger *et al.*—Entered Appellate Division order reversing order granting writ of mandamus and dismissing proceeding with costs to defendants in both courts.

City of New York vs. Ralph Della Pauli and Illinois Surety Company—Entered judgment in favor of the plaintiff on the merits and for \$5,649.35.

Luig Romeo; Emma Romeo; John O'Connor—Entered orders denying motions for new trials.

Michael O'Brien—Entered order discontinuing action without costs.

People ex rel. George Sibley et al. vs. L. Gresser—Entered order dismissing peremptory writ of mandamus granting defendant leave to file return to alternative writ, and intervening Long Island Railroad Company as a party defendant.

Herman Oswald vs. City of New York et al.—Judgment entered in favor of the City upon the merits without costs.

May O. Brown vs. Board of Education—William P. Collins vs. City of New York et al.; Mary Conklin vs. same; City of New York vs. Frederick P. Fowler—Orders entered discontinuing actions without costs.

People ex rel. Rockland-Rockport Lime Company vs. P. A. O'Donnell et al.—Entered order discontinuing proceeding without costs.

Bergen Beach Athletic Club vs. T. A. Bingham et al.; Swedish American Athletic Club vs. same—Entered order denying plaintiff's motion to continue injunction pendente lite.

People ex rel. Patrick Summers vs. T. A. Bingham; People ex rel. John W. Parrett vs. same; People ex rel. Ernest Lindemann vs. same; People ex rel. John W. Wormell vs. same—Entered orders denying relators' motions for peremptory writs of mandamus.

Walter J. Corbin—Entered order discontinuing action without costs.

Joseph Foge (and twenty-eight similar actions)—Entered orders granting motions to dismiss complaints for lack of prosecution.

Caroline M. Cole; Sarah C. Patterson—Orders entered discontinuing actions without costs.

Judgments Were Entered in Favor of the Plaintiff in the Following Actions.

Date	Name	Register and File No.	Amount
Mar. 17, 1909	De Pree, Vida	24-24	\$09 15
May 19, 1909	Chodos, Maccollis	41-484	1,000 00
Mar. 18, 1909	Long, Minnie, administratrix	52-12	10,000 40
May 19, 1909	Schwarz, George	67-490	500 00

SCHEDULE "C"

Record of Court Work.

Aaron Black vs. J. Weinstein—Motion for order directing County Clerk to strike out certificate of transcript submitted to Guy, J. Decision reserved. C. A. O'Neil for the City.

In re Edward Corning—Motion for order directing Register to discharge lost mortgage submitted to Guy, J. Decision reserved. C. A. O'Neil for the City.

Subway Loop Proceeding No. 6—Motion for appointment of Commissioners of Appraisal, submitted by DeGard, J. Decision reserved. J. J. Squier for the City.

Charles Smith vs. E. J. Caron et al.—Tried before White, J. and a jury; verdict for plaintiff against defendant Levy for \$100; verdict for defendant Caron, C. F. Collins for the City.

People ex rel. Third Avenue Railroad Company vs. S. B. T. C. (1908); People ex rel. Queens County Water Company vs. same (1907)—Reference proceeded and adjourned. C. A. Powers for the City.

People ex rel. Amico Weintraub vs. J. N. Hogan—Motion for a writ of certiorari, submitted to Guy, J. Decision reserved. C. A. O'Neil for the City.

John B. Larsen vs. City of New York et al.—Motion for leave to serve a supplemental summons and complaint, argued before Guy, J. Decision reserved. J. L. O'Brien for the City.

David Hales—Tried before Ford, J. and a jury. Verdict for defendant. J. G. Britt for the City.

John L. Croiger—Tried before Amund, J. and a jury. Verdict for plaintiff for \$5,500. C. F. Collins for the City.

Cramond Company—Tried before Platsek, J. and a jury. Complaint dismissed. E. Marin for the City.

Mary Graf—Tried before Blake, J. and a jury in Municipal Court. Verdict for plaintiff for \$250. J. E. Smith for the City.

Robert S. Sutliffe—Argued at Appellate Division. Decision reserved. T. Connelly for the City.

John J. Guinan—Tried before Walsh, J. in Municipal Court. Decision reserved. A. W. Boosman for the City.

John D. Schonmeker et al.—Reference proceeded and closed. G. P. Nicholson for the City.

Blanche Markowitz—Tried before Ford, J. and a jury. Juror withdrawn. J. W. Goff, Jr., for the City.

Morris Jacob, an infant, etc.—Complaint dismissed by default before Ford, J. W. Goff, Jr., for the City.

Agnes McCullough—Tried before Murray, J., in Municipal Court. Decision reserved. J. P. O'Conor for the City. "Judgment for defendant."

People ex rel. Queens County Water Company vs. S. B. T. C. (1907); People ex rel. New York Central and Hudson River Railroad Company vs. same (1900 to 1908). Reference proceeded and adjourned. C. A. Powers for the City.

City of New York vs. American Railway Traffic Company—Tried before Sturges, J., in Municipal Court. Decision reserved. P. B. Pierce for the City.

George Ioulios vs. T. A. Bingham et al.—Motion to continue injunction pendente lite argued before Guy, J. Decision reserved. C. A. O'Neil for the City. "Motion denied."

People ex rel. John Dwyer vs. G. R. McClellan et al.—Submitted at Appellate Division. Decision reserved. T. Connelly for the City. "Order affirmed with costs."

Arnold Bied—Tried before Tierney, J., in Municipal Court. Decision reserved. F. E. Smith for the City.

Martha Schneider—Tried before Scudder, J. and a jury. Verdict for plaintiff for \$600. P. E. Callahan for the City.

Conrad Schneider—Tried before Scudder, J. and a jury. Verdict for plaintiff for \$200. P. E. Callahan for the City.

John Whalen—Tried before Scudder, J. Decision reserved. P. E. Callahan for the City.

DeWitt C. Tracy vs. F. K. Pendleton—Motion for injunction pendente lite argued before Jaycox, J. Decision reserved. J. D. Bell for the City. "Motion denied."

People ex rel. Paul Aja vs. Department of Health—Motion for peremptory writ of mandamus submitted to Jaycox, J. Decision reserved. P. E. Callahan for the City. "Alternative writ allowed."

Charles Chisholm—Tried before Scudder, J. and a jury. Verdict for defendant. J. W. Covert for the City.

Charles Atrell—Tried before Bugenshutz, J., in Municipal Court. Complaint dismissed. J. T. O'Neill for the City.

Winifred Mack, an infant, etc.—Tried before Clark, J. and a jury. Verdict for plaintiff for \$3,000. J. W. Covert for the City.

James J. Mack—Tried before Clark, J. and a jury. Verdict for plaintiff for \$1,200. J. W. Covert for the City.

John Seckin, an infant, etc.; Andrew Seckin—Tried before Aspinall, J. and a jury. Verdict for defendant. P. E. Callahan for the City.

People ex rel. Edna Hansen vs. N. J. Hayes—Tried before Thomas, J. Decision reserved. D. D. Whitney, Jr., for the City.

Thomas Murcott et al.—Reference proceeded and adjourned. J. W. Covert for the City.

Hawthorne Athletic Club vs. T. A. Bingham et al.—Motion to continue injunction pendente lite argued before Stapleton, J. Decision reserved. P. E. Callahan for the City.

People ex rel. Calmon Hurwitz vs. B. S. Coler et al.—Motion for peremptory writ of mandamus argued before Stapleton, J. Alternative writ allowed. P. E. Callahan for the City.

Hearings Before Commissioners of Estimate in Condemnation Proceedings.

Fifteenth to Eighteenth street, North River, dock, two hearings; Pier 36, East River, dock; bulkhead between Piers 52 and 53, East River; Brooklyn Bridge Terminal; one hearing each. C. D. Olendorf for the City.

Rapid Transit (Fort George), two hearings; Rapid Transit (Westchester avenue); Manhattan Approach to Bridge No. 3; one hearing each. J. J. Squier for the City.

Subway Loop Proceeding No. 3; Subway Loop Proceeding No. 4; White Creek Improvement; one hearing each. E. J. Byrne for the City.

Subway Loop Proceeding No. 2; Subway Loop Proceeding No. 5; Roanoke Avenue School Site; Forest Avenue School Site; one hearing each. H. W. Mayo for the City.

Rapid Transit (Joralemon street), two hearings. E. J. Kenney, Jr., for the City.

SCHEDULE "D"

Contracts, etc., Drafted, Examined and Approved as to Form.

Department.	Contracts Approved as to Form.	Contracts Examined and Returned for Revision.	Advertisements Approved as to Form.
Borough Presidents	53	..	5
Board of Education	37	1	1
Police Department	11	1	1
Armory Board	7	..	1
Park Department	4	..	3
Department of Water Supply, Gas and Electricity	3	1	2
Street Cleaning Department	3	1	1
Belle Vue and Allied Hospitals	2	2	1
Department of Bridges	1	2	1
Dock Department	1	..	1
Department of Charities	1	..	1
Total.	103	7	16

Leases Approved.

Sinking Fund Commissioners	2
Board of Water Supply	1
Total.	3

Agreements Approved.

Dock Department	3
Aqueduct Commissioners	1
Total.	4

SCHEDULE "E"

Opinions Rendered to the Various Departments.

Department.	Opinions Rendered.
Finance Department	26
Borough Presidents	4
Police Department	2
Dock Department	2
Park Department	1
Building Department	1
Board of Estimate and Apportionment	1
Fire Department	1
Department of Taxes and Assessments	1
Sinking Fund Commissioners	1
Board of City Record	1
Department of Water Supply, Gas and Electricity	1
Total.	42

FRANCIS K. PENDLETON, Corporation Counsel.

DEPARTMENT OF CORRECTION.

REPORT OF TRANSACTIONS, JUNE 7 TO 13, 1909.

Communications Received.

From the Mayor—Transmitting copy of an act amending the Charter of The City of New York, which reads as follows.

"Section 1567. The executive heads of the various departments are authorized and empowered to grant to every employee of the city of New York, or of any department or bureau thereof, a vacation of not less than one week in each year, and for such further period of time as the duties, length of service and other qualifications of an employee may warrant, at such time as the executive head of the department or any officer having supervision over said employee may fix, and for such time they shall be allowed the same compensation as if actually employed, except that no such vacation shall be granted to per diem employees for longer than one week, and only during the months of June, July and August."

Copy sent to each of the Wardens in the Department.

From Board of Estimate and Apportionment—Transmitting copy of a communication from Select Committee (the Comptroller and President of Board of Aldermen) relating to request of Local Union, Steam Engineers, that annual salaries be paid to Stationary Engineers, instead of per diem rates.

Also inquiring as to number of such Engineers in the Department of Correction, their salaries, etc.

Answer, giving desired information, sent to Board of Estimate and Apportionment on June 11, 1909.

From Civil Service Commission—Asking for form of examination used in Department of Correction for applicants for non-competitive positions.

Also, that no further examinations be held for such positions until the Civil Service Commission has been consulted.

Notify Examiner in charge of Promotion Bureau that no special form is used for such examinations. Applicants are questioned by the Commissioner as to qualifications for position before being referred to Departmental Board of Examiners. The only form used is the "Notice of Examination and Appointment" furnished by the Civil Service Commission.

From Civil Service Commission—Stating that certain persons had passed non-competitive examinations, and might be temporarily appointed as Keepers and Matrons in the Department.

From the Comptroller—Receipt for security deposits, accompanying proposals for supplies opened June 10, 1909. On file with General Bookkeeper and Auditor.

From Department of Water Supply, Gas and Electricity—Stating that there is no objection to transfer from that Department to the Department of Correction of the steam and electric generator formerly in use at the Williamsburg Bridge.

Request the Sinking Fund Commission to authorize the transfer of above mentioned engine, etc., to the Department of Correction, as it can be used to advantage on Hars Island, where plant is on the verge of breaking down.

From Heads of Institutions—Reporting that meats, fish, bread, milk, etc., for week ending June 5, 1909, agreed with specifications of the contracts. On file.

From Heads of Institutions—Reports, census, labor, hospital cases, punishments, etc., for week ending June 5, 1909. On file.

From Storehouse, Blackwells Island—Reporting death, June 5, 1909, of Michael F. Conlan, Orderly. Notify Civil Service Commission.

From City Prison—Report of fines received during week ending June 5, 1909:	
From Court of Special Sessions.....	\$215 00
From City Magistrates' Court.....	57 00
Total.....	<u>\$272 00</u>

On file.

From District Prisons—Report of fines received during week ending June 5, 1909: From City Magistrates' Courts, \$429. One file.

From District Prisons—Report, census and disposal of prisoners for month of May, 1909. On file.

From Penitentiary, Blackwells Island—List of prisoners received at Penitentiary during week ending June 5, 1909: Men, 23; women, 2. On file.

From Penitentiary, Blackwells Island—Warden transmits schedule for vacations of four Engineers, serving at Penitentiary.

Can their positions be taken care of without additional expense? If so, this arrangement is approved.

Can an Engineer from Penitentiary be spared to act as substitute at other institutions?

From Penitentiary, Blackwells Island—Warden asks for a leave of absence to attend State Encampment, Grand Army of the Republic, on June 15, 16 and 17, as he is a delegate to the convention. Permission granted.

From Penitentiary, Blackwells Island—Reporting death on June 9, 1909, of Anna Heim, a prisoner, aged 23 years. Friends and Coroner notified. On file.

From Manufacturing Bureau—Requesting releases for purchases in open market from Superintendent of Highways, Borough of Queens, Curator, College of The City of New York, and from Department of Water Supply, Gas and Electricity, for brushes, etc. Releases will be sent on receipt of orders for above supplies.

From Workhouse, Blackwells Island—Fines paid at Workhouse during week ending June 5, 1909, amounted to \$402. On file.

From Workhouse, Blackwells Island—Death, on June 6, 1909, of Margaret Smith, aged 38 years. Friends unknown. On file.

From City Cemetery, Hart's Island—List of interments, week ending June 5, 1909. On file.

From City Prison, Brooklyn—Report of fines received during week ending June 5, 1909:

From Court of Special Sessions..... \$250 00 |From City Magistrates' Courts..... 68 00 |\$318 00

Total.

On file.

Communications Transmitted.

To the Board of Aldermen—Asking that the Board will request the Board of Estimates and Apportionment to authorize the issue of Special Revenue Bonds to the amount of \$65,000, to be applied to appropriation Repairs by Contracts or Open Orders, for the following:

Steam heating at Workhouse, Blackwells Island..... \$50,000 00 |Remodeling of plumbing at Jefferson Market Prison..... 10,000 00 |Repairs to laundry plant at Penitentiary, Blackwells Island..... 5,000 00 |\$65,000 00

Total.

It is important that this work should be completed before next winter. Report of Department Inspector enclosed.

To Department of Docks and Ferries—Report of an examination made of the docks used by the Department of Correction, showing new docks needed and repairs which should be made to present docks.

To the Deputy Commissioner—in relation to General Order No. 13, which orders a daily inspection of employees, etc., asking the Deputy Commissioner to see that this order is strictly enforced, and to impress upon the Wardens that it is an order of the first importance.

The Deputy Commissioner to attend, at least once in each month, an inspection at each institution, also on steamboats, and report results.

To Heads of Institutions—Transmitting copies of three (3) resolutions received from the Board of Estimates and Apportionment in relation to granting leave of absence to veterans, one to veterans of the Spanish-American War, the others to veterans of the Civil War, in order that they may be able to attend National and State encampments.

Wardens to comply with provisions of these resolutions in so far as it can be done without impairing the discipline of the institutions or endangering the security of the prisoners, and to grant leave of absence to such veteran employees as are delegates or who desire to attend the encampments.

Appointed.

Mary J. Vaughan, Orderly at the Workhouse, Blackwells Island, at \$240 per annum, to date from June 8, 1909. Departmental examination.

Patrick Carroll, Orderly at the Branch Workhouse, Hart's Island, at \$240 per annum, to date from June 10, 1909. Departmental examination.

Died.

Michael F. Conlan, Orderly at Storhouse, Blackwells Island, died on June 5, 1909. Civil Service Commission notified. (Salary, \$240 per annum.)

Resigned.

James Miller, Orderly at Branch Workhouse, Hart's Island, at \$240 per annum, to take effect June 9, 1909.

JOHN J. BARRY, Commissioner.

BOARD OF WATER SUPPLY.

MINUTES OF THE MEETING OF THE BOARD OF WATER SUPPLY OF THE CITY OF NEW YORK HELD MAY 13, 1909.

Present—Commissioners John A. Bensel, President; Charles N. Chadwick and Charles A. Shaw.

CIVIL SERVICE MATTERS.

Separations.

On recommendation of the Chief Engineer in his communication 3380, May 12, 1909 (5314), John Krug, Miner, was removed, for insubordination and drunkenness, to take effect immediately.

THOS. HASSETT, Secretary.

BOARD OF WATER SUPPLY.

MINUTES OF THE MEETING OF THE BOARD OF WATER SUPPLY OF THE CITY OF NEW YORK HELD MAY 14, 1909.

Present—Commissioners John A. Bensel, President; Charles N. Chadwick and Charles A. Shaw.

Contract E.

Assistant Secretary Evans read the advertisement, which was duly published in the City Record, New York "Sun" and New York "Times," stating that bids for this contract would be publicly opened and read at the office of this Board, Room 910, on the ninth floor of No. 299 Broadway, New York City, on Friday, May 14, 1909, at 11 a. m.

This advertisement was as follows:

Contract K.

Sealed bids or proposals will be received by the Board of Water Supply, in the office of the Board, No. 299 Broadway, New York, Room 910, ninth floor, until 11 a. m. on Friday, May 14, 1909, for Contract K, for furnishing and delivering oils.

The quantities of the various items of supplies are stated in the bid or proposal, and further information is given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond for the sum of thirty-five per cent. (35%) of the total amount of the contract will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State bank, drawn to the order of the Comptroller of The City of New York, to the amount of two hundred dollars (\$200).

Time allowed for the completion of the work is six (6) months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, etc., can be obtained at Room 1515, at the above address, upon application in person or by mail, by depositing the sum of five dollars (\$5) in currency or check, drawn to the order of the Board of Water Supply, for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty (30) days from the date on which bids are to be opened.

JOHN A. BENSEL, President.

CHARLES N. CHADWICK.

CHARLES A. SHAW.

Commissioners of the Board of Water Supply.

J. Waldo Smith, Chief Engineer.

Thomas Hassett, Secretary.

Assistant Secretary Evans presented affidavit of the publication of said advertisement in the City Record.

The box containing the bids was opened, and it was announced that eleven bids for said contract had been received, each accompanied by a certified or cashier's check for \$200, from the following persons and concern:

J. Somers Sons, Inc., No. 362 Broadway, New York City.

New York Lubricating Oil Company, No. 116 Broad street, New York City.

Biven & Carrington, Inc., No. 116 Broad street, New York City.

Michael J. Martin, No. 73 Union street, New York City.

Peter J. Constan, No. 422 Gates avenue, Brooklyn, N. Y.

Swan & Finch Company, No. 151 Madison Avenue, New York City.

Edward L. Sullivan and Peter J. Sullivan, trading under the name of Eagle Lubricating Oil Company, No. 24 State street, New York City.

Excelsior Paint and Oil Company, No. 8 Fulton street, New York City.

Clarkson & Ford Company, No. 55 Water street, New York City.

Alden & Swan & Co., No. 188 Front street, New York City.

Cook & Colesfar, No. 300 Pearl street, New York City.

The prices contained in said bids were then read.

On motion, the following resolution was unanimously adopted.

Resolved, That Commissioners Shaw and the Secretary are instructed to have the bids received May 14, 1909, for Contract K (for furnishing and delivering oils), calculated and tabulated, and to submit their report at the next meeting of the Board for consideration and canvassing by the Board, and that the bids and checks of the bidders are referred to Commissioner Shaw for examination and report to the Board as to the formality of the signs and the sufficiency of the securities proposed by the bidders.

THOS. HASSETT, Secretary.

BOARD OF WATER SUPPLY.

MINUTES OF THE MEETING OF THE BOARD OF WATER SUPPLY OF THE CITY OF NEW YORK HELD MAY 17, 1909.

Present—Commissioners Charles N. Chadwick and Charles A. Shaw.

Contract E.

Assistant Secretary Evans read the advertisement, which was duly published in the City Record, New York "Times" and New York "Times," stating that bids for this contract would be publicly opened and read at the office of this Board, Room 910, on the ninth floor of 299 Broadway, New York City, on Monday, May 17, 1909, at 3 P. M.

This advertisement was as follows:

Contract E.

Sealed bids or proposals will be received by the Board of Water Supply, in the office of the Board, No. 299 Broadway, New York, Room 910, ninth floor, until 3 p. m. on Monday, May 17, 1909, for contract E, for painting.

An approximate statement of the quantities of the various classes of work and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board of Water Supply as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond in the sum of Seven Thousand Dollars (\$7,000) will be required for the faithful performance of the contract.

No bids will be received and deposited unless accompanied by a certified check upon a National or State bank, drawn to the order of the Comptroller of The City of New York to the amount of Five Hundred Dollars (\$500).

Time allowed for the completion of the work is December 31, 1909.

Pamphlets containing information for bidders, forms of proposal and contract, specifications, etc., can be obtained at Room 1515, at the above address, upon application in person or by mail, by depositing the sum of five dollars (\$5) in currency, or check drawn to the order of the Board of Water Supply for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

JOHN A. BENSEL, President.

CHARLES N. CHADWICK.

CHARLES A. SHAW.

Commissioners of the Board of Water Supply.

J. Waldo Smith, Chief Engineer.

Thomas Hassett, Secretary.

Assistant Secretary Evans presented affidavit of the publication of said advertisement in the City Record.

The box containing the bids was opened, and it was announced that six bids for said contract had been received, each accompanied by a certified or cashier's check for \$500, from the following persons and concerns:

J. W. Pratt Company, 52 Duane street, New York City.

Evening Post Job Printing Office, 156 Fulton street, New York City.

Guide Printing and Publishing Company, 33 Jay street, Brooklyn, New York.

Martin B. Brown Company, 49 Park Place, New York City.

William P. Mitchell, 133 William street, New York City.

Clarke & S. Nathan, 9 Franklin street, New York City.

The prices contained in said bids were then read.

On motion, the following resolution was adopted:

Resolved, That Commissioner Shaw and the Secretary are instructed to have the bids received May 17, 1909, for Contract E (for painting), calculated and tabulated, and to submit their report at the next meeting of the Board for consideration and canvassing by the Board, and that the bids and checks of the bidders are referred to Commissioner Shaw for examination and report to the Board as to the formality of the same and the sufficiency of the securities proposed by the bidders.

THOS. HASSETT, Secretary.

Richmond Borough	Wards.	Statistics.			Deaths Reported.							
		Type of Fever.	Small-pox.	Measles.	Scarlet Fever.	Diphtheria and Croup.	Tuberculosis	Pneumonia.	Influenza.	Breathless.	Pneumonia.	All Causes.
First		1	16	1	2	2	1	1	1	1	1	2
Second		1	15	2	1	1	1	1	1	1	1	2
Third		1	26	2	1	1	1	1	1	1	1	3
Fourth		1	3	1	1	1	1	1	1	1	1	3
Fifth		1	1	1	1	1	1	1	1	1	1	1
Total		1	61	4	6	3	1	1	1	1	1	20

Chemical Analysis of Croton Water, June 25, 1909

Results Expressed
in Parts by
Weight in One
Hundred Thousand.

Turbid.	Yellowish brown.	Marshy.
Color.	Marshy.	Marshy.
Chlorine in Chlorides.	0.002	0.002
Equivalent to Sodium Chloride.	0.002	0.002
Phosphates (P. O.)	None	None
Nitrogen in Nitrates.	0.002	0.002
Nitrogen in Nitrates.	0.002	0.002
Free Ammonia.	0.002	0.002
Alkalimimic Ammonia.	0.002	0.002
Hardness equivalent to Carbonate of Lime.	Before boiling.	After boiling.
Organic and volatile (loss on ignition).	1.47	1.47
Mineral matter (non-volatile).	1.00	1.00
Total solids (by evaporation).	1.00	1.00

Results Expressed
in Grams Per
U. S. Gallon of
231 Cubic Inches.

Turbid.	Yellowish brown.	Marshy.
Color.	Marshy.	Marshy.
Chlorine in Chlorides.	0.002	0.002
Equivalent to Sodium Chloride.	0.002	0.002
Phosphates (P. O.)	None	None
Nitrogen in Nitrates.	0.002	0.002
Nitrogen in Nitrates.	0.002	0.002
Free Ammonia.	0.002	0.002
Alkalimimic Ammonia.	0.002	0.002
Hardness equivalent to Carbonate of Lime.	Before boiling.	After boiling.
Organic and volatile (loss on ignition).	1.47	1.47
Mineral matter (non-volatile).	1.00	1.00
Total solids (by evaporation).	1.00	1.00

Temperature at hydrometer, 64° Fahr.

Chemical Analysis of Rutherford Water, June 25, 1909

Results Expressed
in Parts by
Weight in One
Hundred Thousand.

Slightly turbid.	Yellowish brown.	Marshy.
Color.	Marshy.	Marshy.
Chlorine in Chlorides.	0.002	0.002
Equivalent to Sodium Chloride.	0.002	0.002
Phosphates (P. O.)	None	None
Nitrogen in Nitrates.	0.002	0.002
Nitrogen in Nitrates.	0.002	0.002
Free Ammonia.	0.002	0.002
Alkalimimic Ammonia.	0.002	0.002
Hardness equivalent to Carbonate of Lime.	Before boiling.	After boiling.
Organic and volatile (loss on ignition).	1.47	1.47
Mineral matter (non-volatile).	1.00	1.00
Total solids (by evaporation).	1.00	1.00

Temperature at hydrometer, 64° Fahr.

Bacteriological Examination of Croton Water, June 26, 1909

Colonies developed from 100, 72 hours, at 27° C., 1000.
Colonies developed from 100, 48 hours, at 27° C., 1000.
Results of color group present in 100, and present in 1000.
Microscopical examinations are not made at this laboratory.

BOROUGH OF RICHMOND.

BUREAU OF BUILDINGS.

New York City, June 28, 1909.

I submit herewith a report of the operations of the Bureau of Buildings, Borough of Richmond, for the week ending June 26, 1909:

Plans filed for new buildings (estimated cost, \$20,000) 10
Plans filed for alterations (estimated cost, \$4,575) 12
Plans filed for plumbing (estimated cost, \$1,357) 3
Violation of law reported 1
Unsafe building reported 1
Unsafe building notice issued 1
Construction inspections made 260
Plumbing and drainage inspections made 50
Moving permits granted 1
Modifications of the law allowed as restorable under foundations 0

JOHN SEATON, Superintendent of Buildings.

James Nolan, Chief Clerk.



stant Engineer, salary \$2,400 per annum, in the Engineering Division, Department of Finance, taking effect July 1, 1909.

Richard H. Tracy, Examiner in Division of Inspection, has tendered his resignation, which has been accepted, taking effect at the close of business, June 30, 1909.

John P. Higgins, No. 964 Myrtle avenue, Brooklyn, transferred from Board of Water Supply to the position of Junior Clerk at \$420 per annum, in the Auditor's Division, Department of Finance, taking effect July 1, 1909.

George Laughran, No. 2121 Third avenue, New York, transferred from Tenement House Department, to the position of Junior Clerk, salary \$540 per annum, in the Auditor's Division, taking effect July 1, 1909.

James M. McAllister, Junior Clerk in the Bookkeeping Division, salary fixed at \$200 per annum, taking effect July 1, 1909.

Alexander McConnell, Junior Clerk in Auditor's Division, salary fixed at \$540 per annum, taking effect July 1, 1909.

John D. Haggerty, Bookkeeper, Bookkeeping Division, salary reduced from \$1,650 to \$1,500 per annum, taking effect July 1, 1909.

George J. Rappold, assigned to Engine Company 2.

Thomas F. Lynott, assigned to Engine Company 17.

FIRE DEPARTMENT.

July 2—Appointed.

Borough of Manhattan.

The following probationary Firemen, to be Firemen of the fourth grade, with salary at the rate of \$800 per annum, to take effect from June 26, 1909:

George J. Rappold, assigned to Engine Company 2.

Thomas F. Lynott, assigned to Engine Company 17.

Samuel Stanh, assigned to Engine Company 3.

Charles Schreider, assigned to Hook and Ladder Company 21.

Henry Lins, assigned to Hook and Ladder Company 24.

Borough of Manhattan, The Bronx and Richmond.

Edward McCormick, appointed a Rubber Tire Repairer, with salary at the rate of \$3 per diem, to take effect July 1, 1909, and assigned to the Repair Shops.

Reassigned to Duty.

Borough of Brooklyn.

With the approval of the Municipal Civil Service Commission contained in communication dated June 26, 1909, the order dated June 4, 1909, directing the dismissal from the Department from 8 a. m. June 5, 1909, of Fireman first grade John C. Evans, Engine Company 155, Borough of Brooklyn, upon a finding of guilty of charges of violation of sections 181, 191, 198 and 204, Rules and Regulations, 1905, tried May 26, 1909, has been rescinded and said Evans reinstated in duty as a Fireman of the first grade, with salary at the rate of \$1,400 per annum, to take effect from July 1, 1909, upon executing a waiver of all claims to compensation from the date of his dismissal, June 5, 1909, to the date of his reinstatement, and he is assigned to duty with Engine Company 148, Borough of Brooklyn.

Resigned.

Borough of Manhattan, The Bronx and Richmond.

The resignation of Michael J. Bahlwun, Jr., Rubber Tire Repairer, Repair Shops, has been accepted to take effect 5 p. m. June 30, 1909.

Promoted.

Assistant Foreman Charles S. Demarot, Engine Company 24, promoted to be a Fireman, with salary at the rate of \$2,100 per annum, to take effect July 1, 1909, and assigned to Engine Company 132, Brooklyn.

Engineer of Steamer Patrick Hickey, Engine Company 129, promoted to be an Assistant Foreman, with salary at the rate of \$1,800 per annum, to take effect July 1, 1909, and assigned to Engine Company 24, Brooklyn.

Dismissed.

Borough of Brooklyn.

Fireman first grade Andrew J. Dunkin, Engine Company 166, having been found guilty of the charges preferred against him of violation of sections 204, 199, 302 and 193, Rules and Regulations, 1905 (tried June 25, 1909), has been dismissed from his Department, to take effect from 8 a. m. July 1, 1909.

Transferred.

Clerk John A. Kavanagh, of the Department of Water Supply, Gas and Electricity, Borough of Manhattan, with the consent of the Commissioner of said Department, dated June 14, 1909, and the approval of the Municipal Civil Service Commission dated June 23, 1909, has been transferred to this Department, in the same capacity, with salary at the rate of \$200 per annum, to take effect July 1, 1909, and assigned to the Bureau of Laboratories at these Headquarters.

Died.

Borough of Manhattan, The Bronx and Richmond.

Clerk David Graham, Headquarters, on June 26, 1909.

COMMISSIONERS OF ACCOUNTS.

July 2—Transferred from the Department of Water Supply, Gas and Electricity, Thomas A. Scanlon, Clerk, third grade, \$1,500 per annum, to take effect July 1, 1909.

TENEMENT HOUSE DEPARTMENT.

July 1—Temporary appointments in the service of the Tenement House Department:

First Grade Clerk, Salary \$300 Per Annum.

Harold A. Shafro, No. 480 First One Hundred and Forty-first street.

William J. Flynn, No. 625 Jefferson place, The Bronx.

These appointments to take effect at the beginning of business Wednesday, June 30, 1909.

DEPARTMENT OF DOCKS AND FURRIES.

July 1—

The Commissioner has transferred Vito Yule from the position of Deck Laborer to that of Marine Sounder, pay to be at the rate of \$18 per week, to take effect July 2, 1909.

The Commissioner has reinstated Patrick J. McNulty as a dockbuilder, pay to be at the rate of 434 cents per hour while employed.

June 30—

The Commissioner has appointed John Lawless, of No. 121 Leroy street, Manhattan, to the position of Marine Sounder,

with pay at the rate of \$18 per week, to take effect upon assignment to duty.

The Commissioner has appointed the following persons to the position of Cleaner, with pay at the rate of \$45 per month while employed:

Mary O'Neil, No. 1226 Third avenue, Manhattan.

Fanny Barry, No. 187 East Eightieth street, Manhattan.

The Commissioner has made the following appointments to the position of Dock Laborer, each to be with compensation at the rate of 311 cents per hour while employed:

James McDonald, No. 95 Perry street, Manhattan.

Patrick J. Hart, No. 36 Flora street, Manhattan.

James King, No. 201 West One Hundred and Forty-eighth street, Manhattan.

Giuseppe Iannaccone, No. 401½ West Thirty-third street, Manhattan.

Benjamin Provenzano, No. 395 First avenue, Manhattan.

John Mallahan, No. 1787 Madison avenue, Manhattan.

Edward Lawless, No. 291 Hudson street, Manhattan.

William C. Hess, No. 612 West One Hundred and Seventy-ninth street, Manhattan.

Edward F. Dougherty, No. 647 East Sixteenth street, Manhattan.

Matthew J. Henry, No. 278 Avenue B, Manhattan.

Max Klein, No. 441 East Houston street, Manhattan.

Thomas O'Brien, No. 341 East Fourteenth street, Manhattan.

Thomas Savage, No. 407 West Forty-first street, Manhattan.

Michael Murro, No. 273 Mott street, Manhattan.

William Lockwood, No. 451 West Forty-fourth street, Manhattan.

Thomas J. Sweeney, No. 529 West Fifty-first street, Manhattan.

Albert T. Cerny, No. 1448 First avenue, Manhattan.

ART COMMISSION.

City Hall, Room 21.
Telephone, 1125 Cortlandt.
Robert W. de Forest, Trustee, Metropolitan Museum of Art; President: Frank D. Miller, Painter, Vice-President; John B. Fine, Secretary; A. Augustus Healy, President of the Brooklyn Institute of Arts and Sciences; George B. McClellan, Mayor of the City of New York; John Bigelow, President of New York Public Library; Arnold W. Brunner, Architect; Charles Howland Russell, Frederic B. Pratt, Herbert Adams, Sculptor.
John Quincy Adams, Assistant Secretary.

BELLEVUE AND ALLIED HOSPITALS.

Office, Bellevue Hospital, Twenty-sixth street and First avenue.
Telephone, 4400 Madison Square.
Board of Trustees—Dr. John W. Brannan, President; James K. Paulding, Secretary; James A. Furley, Samuel Sacha, Leonard Stern, John G. O'Keefe, Arden M. Robbins, Robert W. Hubbard, ex-officio.

BOARD OF ALDERMEN.

No. 11 City Hall, 9 a. m. to 4 p. m.; Saturdays 10 a. m. to 12 m.
Telephone, 7350 Cortlandt.
Patrick F. McGowan, President.
P. J. Scully, City Clerk.

BOARD OF ASSESSORS.

Office, No. 100 Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Antonio Zucca.
Paul Weisman.
James H. Kennedy.
William H. Jasper, Secretary.
Telephone, 25, 30 and 35 Worth.

BOARD OF ELECTIONS.

Headquarters General Office, No. 107 West Forty-first Street.
Commissioners—John T. Dooling (President); Charles G. Page (Secretary); James Kane, John L. Smith.
Michael T. Daly, Chief Clerk.
Telephone, 2945 Bryant.

BOROUGH OFFICES.

Manhattan:
No. 119 West Forty-second street.
William C. Basler, Chief Clerk.
The Bronx:
One Hundred and Twenty-eighth street and Morris Avenue (Selling's Building).
Cornelius A. Basser, Chief Clerk.

Brooklyn:

No. 42 Court street (Dumbo Bar Building).
George Krasni, Chief Clerk.
Queens:
No. 46 Jackson Avenue, Long Island City.
Carl Voigt, Chief Clerk.

Richmond:

Borough Hall, New Brighton, S. I.
Charles M. Schwalbe, Chief Clerk.
All offices open from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.

The Mayor, Chairman; the Comptroller, President of the Board of Aldermen; President of the Borough of Manhattan; President of the Borough of Brooklyn; President of the Borough of the Bronx; President of the Borough of Queens; President of the Borough of Richmond.

OFFICE OF THE SECRETARY.

No. 27 Broadway, Room 1406. Telephone, 2420 Worth.
Joseph Haag, Secretary; William M. Lawrence, Assistant Secretary; Charles V. Adam, Clerk to Board.

OFFICE OF THE CHIEF ENGINEER.

Nelson P. Lewis, Chief Engineer, No. 277 Broadway, Room 1406. Telephone, 2420 Worth.
Arthur S. Tuttle, Engineer in charge Division of Public Improvements, No. 277 Broadway, Room 1406. Telephone, 2222 Worth.
Harry P. Nichols, Engineer in charge Division of Franchises, No. 277 Broadway, Room 1406. Telephone, 2222 Worth.

BOARD OF EXAMINERS.

Rooms 602 and 603 Metropolitan Building, No. 1 Madison Avenue, Borough of Manhattan, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.
Telephone, 826 Gramercy.
Warren A. Conover, Charles Bush, Lewis Hardinge, Charles G. Smith, Edward F. Craker, William A. Horne and George A. Just, Chairman.
Edward V. Barton, Clerk.
Board meeting every Tuesday at 2 p. m.

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

Office, No. 148 East Twentieth Street.
John J. Barry, Commissioner of Corrections, President.
Wm. E. Wyatt, Judge, Special Sessions, First Division.
Robert J. Wilkin, Judge, Special Sessions, Second Division.
Frederick B. House, City Magistrate, First Division.
Edward J. Dooley, City Magistrate, Second Division.
Samuel B. Hamburger, John C. Heintz, Dominick DiCarlo, James P. Doyle.
Thomas R. Minick, Secretary.

BOARD OF REVISION OF ASSESSMENTS.

Berman A. Metz, Comptroller.
Francis K. Pendleton, Corporation Counsel.
Lawson Party, President of the Department of Taxes and Assessments.
Henry J. Starr, Chief Clerk, Finance Department, No. 26 Broadway.
Telephone, 2420 Worth.

BOARD OF WATER SUPPLY.

Office, No. 26 Broadway.
John A. Howell, Charles N. Chadwick, Charles A. Shaw, Commissioners.
Thomas Hassett, Secretary.
J. Waldo Smith, Chief Engineer.

COMMISSIONERS OF ACCOUNTS.

Rooms 214 and 215 Stewart Building, No. 260 Broadway, 9 a. m. to 4 p. m.
Telephone, 2420 Worth.
John Purroy Mitchel, Henry C. Bunche, Commissioners.

CHANGE OF GRADE DAMAGE COMMISSION.

TWENTY-THIRD AND TWENTY-FOURTH WARDS.
Office of the Commission, Room 128, No. 260 Broadway (Stewart Building), Borough of Manhattan, New York City.
Commissioners—William E. Stillings, George C. Norton, Lewis A. Abrams.
Lambert McLaughlin, Clerk.
Regular advertising meetings on Monday, Wednesday and Friday of each week at 2 o'clock p. m.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.

City Hall, Rooms 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 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Boroughs of Manhattan, The Bronx and Richmond. Nos. 157 and 159 East Sixty-seventh street, Manhattan. Brooklyn and Queens, Nos. 365 and 367 Jay street, Brooklyn. Central office open at all hours.

LAW DEPARTMENT.

OFFICE OF CORPORATION COUNSEL.

Hall of Records, Chambers and Centre streets, 1st, 9th and 10th floors, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Telephone, 3900 Worth. Francis K. Pendleton, Corporation Counsel. Assistants—Theodore Connolly, George J. Sterling, Charles D. Olendorf, William Buer, R. Percy Chittenden, David Ramsey, William Bear, Crowell, John L. O'Brien, Terence Farley, Edward J. McGoldrick, Cornelius F. Collins, John F. O'Brien, Edward S. Malone, Edwin J. Freedman, Curtis A. Peters, Louis H. Hahle, Stephen O'Brien, Frank B. Pieres, Charles A. O'Neill, Richard H. Mitchell, John Widleman, Joel J. Squier, Arthur Sweeny, William H. King, George P. Nicholson, George Harold Fowle, Harford P. Walker, Alfred W. Bonnem, J. Gabriel Britt, Francis J. Byrne, Francis Martin, Charles McNamee, Clarence J. Barber, Solon Derrick, James P. O'Connor, William H. Jackson, Edward Maxson, Elliott S. Benedict, Isaac Phillips, Edward A. McShane, Eugene Fay, Kierde M. DeAcosta, Francis X. McNamee, Raymond D. Fosdick, John M. Barrett, J. Townsend Burden, Jr. Secretary to the Corporation Counsel—Edmund Kirby. Chief Clerk—Andrew T. Campbell.

BROOKLYN OFFICE.

Borough Hall, 6th floor, 9 a. m. to 4 p. m. Saturdays, 9 a. m. to 12 m. Telephone, 3248 Main. James D. Bell, Assistant in charge.

BUREAU OF STREET OPENINGS.

No. 96 West Broadway, 9 a. m. to 4 p. m. Saturdays, 9 a. m. to 12 m. Telephone, 1924 Cortland. John F. Dunn, Assistant in charge.

BUREAU FOR THE RECOVERY OF PENALTIES. No. 110 Nassau street, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Telephone, 4250 Cortland. Herman Siesel, Assistant in charge.

BUREAU FOR THE COLLECTION OF ARREARS OF PERSONAL TAXES. No. 20 Broadway, 1st floor. Office hours for public, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Telephone, 4250 Worth. Geo. O'Reilly, Assistant in charge.

TERRENT HOUSE BUREAU AND BUREAU OF BUILDINGS. No. 42 East Twenty-third street, 9 a. m. to 4 p. m. Saturdays, 9 a. m. to 12 m. Telephone, 1912 Gramercy. John P. O'Brien, Assistant in charge.

METROPOLITAN SEWERAGE COMMISSION.

Office, No. 17 Battery place, George A. Soper, Pres. Dr. Parsons, Charles Scoville, Lindy K. Williams, M. D. Telephone, 3900 Rector.

MUNICIPAL CIVIL SERVICE COMMISSION.

No. 39 Broadway, 9 a. m. to 4 p. m. Frank L. Folk, R. Ross Appleton, Arthur J. O'Keeffe, Frank A. Spencer, Secretary. John F. Shelly, Assistant Secretary.

Lahey Bureau, Nos. 1456 Lafayette street. Telephone, 2140 Worth.

MUNICIPAL EXPLOSIVES COMMISSION.

Nos. 157 and 159 East Sixty-seventh street, Headquarters Fire Department. Patrick A. Whitney, Deputy Fire Commissioner and Chairman; William Montgomery, John Sherry, L. Andrade, Jr., Abram A. Bremner. Telephone, 620 Plaza.

Franz S. Wolf, Secretary, Nos. 295-300 Jay street, Brooklyn. Stated meeting, Friday of each week, at 2 p. m. Telephone, 3236 Main.

POLICE DEPARTMENT.

CENTRAL OFFICE. No. 100 Mulberry street, 9 a. m. to 4 p. m. Telephone, 3100 Spring. William F. Baker, Commissioner.

Josiah A. Stover, Third Deputy Commissioner. William H. Kipp, Chief Clerk.

PUBLIC SERVICE COMMISSION. The Public Service Commission for the First District, Tribune Building, No. 114 Nassau street, Manhattan. Office hours, 5 a. m. to 12 p. m., every day in the year, including holidays and Sundays.

Stated public meetings of the Commission, Tuesdays and Fridays at 11:30 a. m. in the Public Hearing Room of the Commission, third floor of the Tribune Building, unless otherwise ordered.

Commissioners—William R. Wilcox, Chairman; William McCarron, Edward M. Bassett, Milly H. Maitie, John E. Eustis, Counsel, George S. Colman, Secretary, Travis D. Whitney. Telephone, 4150 Heekman.

TENEMENT HOUSE DEPARTMENT. Manhattan Office, No. 44 East Twenty-third street. Telephone, 1912 Gramercy. Edmund J. Butler, Commissioner.

Wm. H. Abbott, Jr., First Deputy Commissioner. Brooklyn Office (Boroughs of Brooklyn, Queens and Richmond), Temple Bar Building, No. 44 Court street. Telephone, 3255 Main.

John McNamee, Second Deputy Commissioner. Bronx Office, Nos. 2824, 2806 and 2808 Third Avenue. Telephone, 67 Melrose.

William H. Calvert, Superintendent.

BOROUGH OFFICES.

BOROUGH OF THE BRONX. Office of the President, corner Third avenue and One hundred and Seventy-seventh street; 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Louis P. Hause, President.

Henry A. Gumbleton, Secretary. John F. Murray, Commissioner of Public Works. John A. Hawkins, Assistant Commissioner of Public Works.

Josiah A. Briggs, Chief Engineer. Frederick Goldenberg, Principal Assistant Topographical Engineer. Charles H. Graham, Engineer of Sewers. Thomas H. O'Neil, Superintendent of Sewers. Samuel C. Thompson, Engineer of Highways. Patrick J. Reville, Superintendent of Buildings. John A. Mason, Assistant Superintendent of Buildings. Peter J. Stump, Superintendent of Highways. Albert H. Liebenau, Superintendent of Public Buildings and Offices. Telephone, 3250 Tremont.

BOROUGH OF BROOKLYN.

President's Office, Nos. 15 and 16 Borough Hall, 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m. Bird S. Coler, President. Charles Frederick Adams, Secretary. John A. Heffernan, Private Secretary. Thomas E. Farrell, Commissioner of Public Works. James M. Power, Secretary to Commissioner. David F. Moore, Superintendent of Buildings. James D'anne, Superintendent of the Bureau of Sewers. Joseph M. Lawrence, Superintendent of the Bureau of Public Buildings and Offices. Patrick F. Lynch, Superintendent of Highways.

BOROUGH OF MANHATTAN.

Office of the President, Nos. 14, 15 and 16 City Hall, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. John F. Albarn, President. Bernard Dowling, Secretary. John Cloughen, Commissioner of Public Works. James J. Hagan, Assistant Commissioner of Public Works. George F. Scannell, Superintendent of Highways. Edward S. Murphy, Superintendent of Buildings. Frank J. Goodwin, Superintendent of Sewers. John R. Vaughan, Superintendent of Buildings and Offices. Telephone, 3255 Tremont.

BOROUGH OF QUEENS.

President's Office, Borough Hall, Jackson avenue and Fifth street, Long Island City; 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Lawrence Gresser, President. John M. Cragan, Secretary. Alfred Benton, Commissioner of Public Works. Harry Suphun, Assistant Commissioner of Public Works. Patrick E. Leahy, Superintendent of Highways. Carl Berger, Superintendent of Buildings. Cornelius Burke, Superintendent of Sewers. Arrow L. Hankin, Superintendent of Street Cleaning. Edward F. Kelly, Superintendent of Public Buildings and Offices. Telephone, 3255 Tremont.

BOROUGH OF RICHMOND.

President's Office, New Brighton, Staten Island. George Cromwell, President. Maylary Fleming, Secretary. Louis Lincoln Tripp, Consulting Engineer and Acting Commissioner of Public Works. William E. Hillier, Assistant Commissioner of Public Works, Bureau of Engineering—Topography. Theodore S. Oelsner, Engineer in charge, Bureau of Engineering—Construction. John Seaman, Superintendent of Buildings. H. E. Bush, Superintendent of Highways. John T. Fetherston, Assistant Engineer and Acting Superintendent of Street Cleaning. Ernest H. Sorenson, Superintendent of Sewers. John Timlin, Jr., Superintendent of Public Buildings and Offices. Borough Hall, New Brighton, N. Y., 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m. Telephone, 2200 Tompkinsville.

CORONERS.

Borough of The Bronx—Coroner of Third avenue and Tremont avenue—Telephone, 1250 Tremont and 4252 Tremont. Robert F. McDonald, A. F. Schwannke. William T. Austin, Chief Clerk. Borough of Brooklyn—Other, Nos. 1 and 3 Municipal Building, Telephone, 3254 Main and 4005 Main. Henry J. Brewer, M. D., John F. Kennedy, Joseph McGuinness, Chief Clerk. Open all hours of the day and night. Borough of Manhattan—Office, Criminal Courts Building, Centre and White streets. Open at all times of the day and night. Coroners: Julius Harburger, Peter P. Ardilli, George P. Shadley, Jr., Peter Dooley. Julius Harburger, President Board of Coroners. Jacob E. Bansch, Chief Clerk. Telephones, 1924, 3057, 3058 Franklin. Borough of Queens—Office, Borough Hall, Fulton street, Jamaica, L. I. Samuel D. Scott, Alfred S. Ambler. Martin Mager, Jr., Chief Clerk. Office hours, from 9 a. m. to 12 p. m. Borough of Richmond—No. 44 Second street, New Brighton. Open for the transaction of business all hours of the day and night. Matthew J. Cahill. Telephone, 7 Tompkinsville.

COUNTY OFFICES.

NEW YORK COUNTY.

COMMISSIONER OF JURORS. Room 127 Stewart Building, Chambers street and Broadway, 9 a. m. to 4 p. m. Thomas Allison, Commissioner. Frederick P. Simpson, Assistant Commissioner. Frederick O'Byrne, Secretary. Telephone, 3250 Worth.

COMMISSIONER OF RECORDS.

Office, Hall of Records. William S. Andrews, Commissioner. James O. Farrel, Superintendent. James J. Fleming, Jr., Secretary. Telephone, 3250 Worth.

COUNTY CLERK.

Nos. 5, 6, 9, 10 and 11 New County Courthouse Office hours from 9 a. m. to 4 p. m. Peter J. Dooling, County Clerk. John F. Carty, Deputy. Joseph J. Gleeson, Secretary. Telephone, 3250 Worth.

DISTRICT ATTORNEY.

Building for Criminal Courts, Franklin and Centre streets. Office hours from 9 a. m. to 5 p. m.; Saturdays, 9 a. m. to 12 m. Wm. T. Travers Jerome, District Attorney. John A. Hannahan, Chief Clerk. Telephone, 3250 Franklin.

PUBLIC ADMINISTRATOR. No. 110 Nassau street, 9 a. m. to 4 p. m. William M. Hoos, Public Administrator. Telephone, 3250 Tremont.

REGISTER.

Hall of Records. Office hours, from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 12 m.

Frank Gusa, Register. William H. Stennett, Deputy Register. Telephone, 3250 Tremont.

SHERIFF.

No. 290 Broadway, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Except during July and August, 9 a. m. to 2 p. m.; Saturdays, 9 a. m. to 12 m. Thomas F. Foley, Sheriff. John F. Gleeson, Under Sheriff. Telephone, 3250 Worth.

SHERIFFES.

Hall of Records. Court open from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. During the months of July and August the hours are from 9 a. m. to 12 m.

Alfred C. Thomas and John P. Colahan, Sheriffs. William V. Teary, Chief Clerk.

KING'S COUNTY.

COMMISSIONER OF JURORS.

County Courthouse, Jamaica. James D'Amato, Commissioner. Jacob A. Livingston, Deputy Commissioner. Albert H. Watson, Secretary. Office hours from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Office hours during July and August, 9 a. m. to 12 m.

John F. O'Leary, Commissioner. John F. O'Leary, Under Commissioner. Telephone, 3250 Worth.

COMMISSIONER OF RECORDS.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August, 9 a. m. to 12 m. Lewis M. Swamy, Commissioner. H. W. Baldwin, Deputy Commissioner. Telephone, 3250 Main. Thomas D. Morrison, Superintendent. William J. Beatty, Assistant Superintendent. Telephone, 3250 Main.

COUNTY CLERK.

Hall of Records, Brooklyn. Office hours, 9 a. m. to 4 p. m., during months of July and August, 9 a. m. to 12 m. Frank D'Amato, County Clerk. Edward A. Sharkey, Deputy County Clerk. John Gumper, Assistant Deputy County Clerk. Telephone, 3250 Main.

COUNTY COURT.

County Courthouse, Brooklyn. Room 10, 11, 12 and 13. Court opens at 9 a. m. daily and until business is completed. Part I, Room No. 12; Part II, Room No. 10, in December. Clerk's Office, Room 17, 18 and 19, open daily from 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m.

James S. Dill and Lewis L. Rawlott, County Clerks. Charles S. Dill, Chief Clerk. Telephone, 3250-3252 Main.

DISTRICT ATTORNEY.

Office, County Courthouse, Borough of Brooklyn. Hours, 9 a. m. to 4 p. m. John J. Clarke, District Attorney. Telephone number, 3250-7 Main.

PUBLIC ADMINISTRATOR.

No. 11 Court street (Temple Bay), Brooklyn. 9 a. m. to 4 p. m. Charles E. Tracy, Public Administrator. Telephone, 3250 Main.

REGISTER.

Hall of Records. Office hours, 9 a. m. to 4 p. m., excepting months of July and August; then from 9 a. m. to 12 p. m., provided for by statute. William A. Pringle, Register. Frederick H. E. Elkins, Deputy Register. Telephone, 3250 Main.

SHERIFF.

County Courthouse, Richmond, S. I. Office hours, 9 a. m. to 4 p. m. Joseph J. Barth.

County Judge's office always open at No. 119 Fulton street, Jamaica, N. Y. Bert J. Humphrey, County Judge. Telephone, 326 Jamaica.

DISTRICT ATTORNEY.

Office, Queens County Court-house, Long Island City, 9 a. m. to 4 p. m. Frederick G. De Witt, District Attorney. Telephone, 326 Jamaica.

PUBLIC ADMINISTRATOR.

No. 12 Court avenue, Elmhurst. John T. Robinson, Public Administrator, County of Queens. Telephone, 335 Newtown.

SHERIFF.

County Court-house, Long Island City, 9 a. m. to 4 p. m.; Saturdays, 9 a. m. to 12 m. Herbert S. Harvey, Sheriff. John M. Phillips, Under Sheriff. Telephone, 326 Greenpoint (office). Henry O. Schleth, Warden, Queens County Jail. Telephone, 326 Greenpoint.

SHERIFFES.

Daniel Noble, Sheriff. Wm. F. Hendrickson, Clerk. Office, No. 24 Fulton street, Jamaica. Except on Sundays, holidays and half-holidays, the office is open from 9 a. m. to 4 p. m.; Saturday, from 9 a. m. to 12 m.

The calendar is called on Tuesday of each week at 10 a. m., except during the month of August. Telephone, 3250 Jamaica.

RICHMOND COUNTY.

Commissioner of Juries. Village Hall, Stapleton. Charles J. Kallman, Commissioner. John J. McLaughlin, Assistant Commissioner. Office open from 9 a. m. until 4 p. m.; Saturday, from 9 a. m. to 12 m. Telephone, 326 Tompkinsville.

COUNTY CLERK.

County Office Building, Richmond, S. I., 9 a. m. to 4 p. m. J. L. Bestwick, County Clerk. County Courthouse, Richmond, S. I., 9 a. m. to 4 p. m. Telephone, 326 New Dorp.

COUNTY JUDGE AND SURROGATE.

Terms of Court, Richmond County, 1909. County Judge—Stephen D. Stephens, County Judge. First Monday of June, Grand and Trial Jury. Second Monday of November, Grand and Trial Jury. Fourth Wednesday of January, without a Jury. Fourth Wednesday of February, without a Jury. Fourth Wednesday of March, without a Jury. Fourth Wednesday of April, without a Jury. Fourth Wednesday of July, without a Jury. Fourth Wednesday of September, without a Jury. Fourth Wednesday of October, without a Jury. Fourth Wednesday of December, without a Jury. Surrogate's Court—Stephen D. Stephens, Surrogate. Mondays, at the Borough Hall, St. George, at 10:30 A. M. Tuesdays, at the Borough Hall, St. George, at 10:30 A. M. Wednesdays, at the Surrogate's Office, Richmond at 10:30 o'clock a. m.

DISTRICT ATTORNEY.

Borough Hall, St. George, S. I. Samuel H. Evans. Telephone, 326 Tompkinsville.

SHERIFF.

County Court-house, Richmond, S. I. Office hours, 9 a. m. to 4 p. m. Joseph J. Barth.

THE COURTS.

Clerk's Office, Trial Term, Calendar, room northeast corner, second floor, east.
 Clerk's Office, Appellate Term, room southwest corner, third floor.
 Trial Term, Part I. (Criminal business).
 Criminal Court-house, Centre street.
 Justices—Charles H. Tracy, Charles F. MacLean, Henry Black, Leonard A. Gieserich, V. Henry Dugay, Henry A. Gilderhouse, James Fitzgerald, James A. O'Gorman, James A. Blanchard, Samuel Greenbaum, Edward F. McColl, Edward B. Amend, Vernon M. Davis, Victor J. Dowling, Joseph F. Newburgh, John W. God, Samuel Stebby, M. Warren, Peter A. Hendrick, John Ford, Charles W. Dayton, John J. Brady, Mitchell L. Eriksen, Charles L. Guy, James W. Gerard, Irving Lehman.
 Peter J. Dowling, Clerk, Supreme Court.
 Telephone, 450 Corliss.

SUPREME COURT—SECOND DEPARTMENT.

Kings County Court-house, Borough of Brooklyn, N. Y.
 Court open daily from 10 a.m. to 5 p.m.
 Seven jury trial parts. Special Term for Trials. Special Term for Motions.
 James P. Morris, General Clerk.
 Telephone, 540 Main.

CRIMINAL DIVISION—SUPREME COURT.

Building for Criminal Courts, Centre, Elm, White and Franklin streets.
 Court open at 10 a.m.
 Peter J. Dowling, Clerk; Edward M. Carroll, Special Deputy to the Clerk.
 Clerk's Office open from 9 a.m. to 4 p.m.
 Telephone, 624 Franklin.

COURT OF GENERAL SESSIONS.

Held in the Building for Criminal Courts, Centre, Elm, White and Franklin streets.
 Court open at 10 a.m.
 Thomas C. Tracy, Otto A. Kusalsky, Warren W. Flory, Thomas C. O'Sullivan, Edward Quinn, Joseph F. McGuire, James V. Malina, Judges of the Court of General Sessions. Edward H. Carroll, Clerk. Telephone, 220 Franklin.
 Clerk's Office open from 9 a.m. to 4 p.m.
 During July and August, Clerk's Office will close at 2 p.m., and on Saturdays, at 12 m.

CITY COURT OF THE CITY OF NEW YORK.

No. 2 Chambers street, Brooklyn Building, 4th floor, Hall Park, from 10 a.m. to 4 p.m.
 Part I.
 Part II.
 Part III.
 Part IV.
 Part V.
 Part VI.
 Part VII.
 Special Term Chambers will be held from 10 a.m. to 4 p.m.
 Clerk's Office open from 9 a.m. to 4 p.m.
 Edward P. O'Dwyer, Clerk; Thomas J. Conlan, Francis B. Delaney, Joseph J. Jones, Alexander Finlay, Thomas P. Honnely, John V. McAvoy, Peter Schenck, Edward T. Tracy, Edward B. LaFatra, Justice; Thomas F. Morris, Clerk. Telephone, 324 Chambers.

COURT OF SPECIAL SESSIONS.

Building for Criminal Courts, Centre street between Franklin and White streets, Borough of Manhattan.
 Court open at 10 a.m.
 Justices—Samuel Williams—William C. Webb, William H. Cooley, Joseph M. Jones, August Zeller, John B. May, Franklin Chase Hoyt, William H. Fuller, Justice Clerk.
 City Magistrate to sit in the Court of Special Sessions until November 1—Charles W. Hall, Joseph F. Morris.
 Clerk's Office open from 9 a.m. to 4 p.m.
 Telephone, 224 Franklin.
 Clerk's Office open from 9 a.m. to 4 p.m.
 Telephone, 224 Franklin, Clerk's office.
 Telephone, 224 Franklin, Justice Clerk.
 Second Division—Trial Judge—No. 314 Atlantic Avenue, Brooklyn, Murray Hill, and First days at 10 a.m. in Town Hall, 1st Avenue, Borough of Queens, Murray Hill at 10 a.m. in Borough Hall, St. George, Borough of Richmond, Wednesdays at 10 a.m. in Clerk.
 Justices—Howard J. Parker, John Flanagan, George M. J. Ryan, Robert J. Williams, James J. O'Kane, James J. McManamy, James L. Kerrigan, Clerk; John J. Dwyer, Deputy Clerk.
 Clerk's Office, No. 314 Atlantic Avenue, Borough of Brooklyn, open from 9 a.m. to 4 p.m.

CHILDREN'S COURT.

First Division—No. 46 Third Avenue, Manhattan. Ernest K. Cooper, Clerk.
 Telephone, 451 Stewart.
 Second Division—No. 100 Court street, Brooklyn. William F. Deasy, Clerk.
 Telephone, 104 Main.

CITY MAGISTRATES' COURT.

First Division.
 Court open from 9 a.m. to 4 p.m.
 City Magistrate—Robert C. Corcoran, Lenny B. Crane, Peter T. Dowling, Matthew P. Green, Joseph F. Morris, Henry St. John, Daniel S. Finn, Frederick B. House, Charles N. Harris, Frederic Kerschaw, Arthur C. Butt, Joseph E. Corrigan, Moses Herman, Paul Knutel, Kerrie J. O'Connor, Henry W. Herlihy, Philip Black, Secretary, One Hundred and Twenty-first street and Sylvan place.
 First District—Criminal Court Building.
 Second District—Jefferson Market.
 Third District—No. 60 Essex street.
 Fourth District—No. 101 East Fifty-seventh street, Fifth District—One Hundred and Twenty-first street, southeastern corner of Sylvan place.
 Sixth District—One Hundred and Sixty-first street and Rockwood Avenue.
 Seventh District—No. 314 West Fifty-fourth street, Eighth District—Main street, Westchester.

Second Division.

Borough of Brooklyn.
 City Magistrate—Edward J. Dowling, James G. Tigue, John Sanner, E. G. Higginbotham, Frank E. O'Kane, Henry J. Parrott, A. V. B. Vreeland, Jr., Alexander H. Gelsman, John F. Hyatt, Edward P. Nash.
 President of the Board, Edward J. Dowling, No. 325 Clermont Avenue.
 Secretary to the Board, Charles J. Flanagan, Myrtle and Vanderbilt Avenue, and No. 461 Hanover Street.
 Courts:
 First District—No. 314 Adams street.
 Second District—Court and Barker streets.
 Third District—Myrtle and Vanderbilt Avenue.
 Fourth District—No. 100 Bedford Avenue.

Fifth District—No. 229 Manhattan Avenue.
 Sixth District—No. 451 Gates Avenue.
 Seventh District—No. 313 Stuyvesant (Flatbush).
 Eighth District—West Eighth street (Coney Island).
 Ninth District—Fifth Avenue and Twenty-third street.
 Tenth District—No. 131 New Jersey Avenue.
 Borough of Queens.
 City Magistrate—Matthew J. Smith, Joseph Fitch, Maurice E. Connolly, Eugene C. Gilroy.

Courts:
 First District—St. Mary's Lyceum, Long Island City.
 Second District—Town Hall, Flushing, L. I.
 Third District—Central Avenue, Far Rockaway, L. I.

Borough of Richmond.
 City Magistrate—Joseph B. Hardy, Nathaniel Marsh.

Courts:
 First District—Lafayette Place, New Brighton, Staten Island.
 Second District—Village Hall, Stapleton, Staten Island.

MUNICIPAL COURTS.

Borough of Manhattan.

First District—The First District embraces the territory bounded on the south by the centre line of the northern and western boundaries of the said borough, on the north by the centre line of Fourteenth street and the centre line of Fifth Avenue from the Bowery to Second Avenue, on the east by the centre line of Fourth Avenue from Fourteenth street to Fifth street, Second Avenue, Chrystie street, Division street and Catherine street.

Wanhope Lynn, William F. Moore, John Hoyer, Justice.
 Thomas O'Connell, Clerk; Francis Mangin, Deputy Clerk.

Location of Court—Merchants' Association Building, No. 146 Lafayette street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Additional parts are held at southwest corner of Sixth Avenue and Tenth street and at No. 111 Prince street.

Telephone, 387 Franklin.

Second District—The Second District embraces the territory bounded on the south by the centre line of Fifth street from the Bowery to Second Avenue and on the south and east by the northern and western boundaries of the said borough, on the north by the centre line of East Fourteenth street, on the west by the centre line of Fourth Avenue from Fourteenth street to Fifth street, Second Avenue, Chrystie street, Division street and Catherine street.

George F. Boesch, Benjamin Hoffman, Leo Szwarc, Thomas P. Dickinson, Justice.
 James J. Devlin, Clerk; Michael H. Lourey, Deputy Clerk.

Location of Court—No. 146 and 160 Madison Avenue. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 1536 Utica.

Third District—The Third District embraces the territory bounded on the south by the centre line of Fourteenth street, on the east by the centre line of Seventh Avenue from Fourteenth street to Fifteenth street and by the centre line of Central Park West from Fifty-ninth street to Sixty-fifth street on the north of the centre line of Sixty-fifth street and the centre line of Fifty-ninth street from Seventh to Eighth Avenue, on the west by the western boundary of the said borough.

Thomas E. Murray, James W. McLaughlin, Justice.
 Michael Slevin, Clerk; Henry Marbach, Deputy Clerk.

Location of Court—No. 314 West Fifty-ninth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone number, 3450 Columbus.

Fourth District—The Fourth District embraces the territory bounded on the south by the centre line of East Fourteenth street, on the west by the centre line of Lexington Avenue and by the centre line of Irving Place, including its projection through Gramercy Park, on the north by the centre line of Fifth Avenue from Fourteenth street to Fifteenth street and by the centre line of Central Park West from Fifty-ninth street to Sixty-fifth street on the north of the centre line of Sixty-fifth street and the centre line of Fifty-ninth street from Seventh to Eighth Avenue, on the west by the western boundary of the said borough.

Michael F. Blake, William J. Sullivan, Justice.
 Abram Bernard, Clerk; James F. Foley, Deputy Clerk.

Location of Court—Part I., and Part II., No. 101 Fifty-seventh street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 1536 Franklin.

Fifth District—The Fifth District embraces the territory bounded on the south by the centre line of Sixty-fifth street, on the east by the centre line of Central Park West, on the north by the centre line of One Hundred and Tenth street, on the west by the western boundary of the said borough.

Alfred P. W. Seaman, William Young, Frederick Spiegelberg, Justice.
 James V. Gilmore, Clerk; John H. Burns, Deputy Clerk.

Location of Court—Broadway and Ninety-sixth Street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 4457 79 St.

Sixth District—The Sixth District embraces the territory bounded on the south by the centre line of Fifty-ninth street and by the centre line of Sixty-sixth street from Lexington Avenue to Fifth Avenue, on the west by the centre line of Lexington Avenue from Fifty-ninth street to Sixty-ninth street and the centre line of Fifth Avenue from Sixty-sixth street to One Hundred and Tenth street, on the north by the centre line of One Hundred and Tenth street, on the east by the eastern boundary of said borough.

Herman Joseph, Jacob Marks, Justice.

Edward A. McNamee, Clerk; Thomas M. Campbell, Deputy Clerk; John J. Lietz, Frederick J. Stroh, Assistant Clerk.

Location of Court—Northwest corner of Third Avenue and Eighty-third street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 4345 79 St.

Seventh District—The Seventh District embraces the territory bounded on the south by the centre line of One Hundred and Tenth street, on the east by the centre line of Fifth Avenue to the northern terminus of Fifth Avenue, following in a northerly direction the course of the Harlem River, on a line continuous with the easterly boundary of said borough, on the north and west by the northern and western boundaries of said borough.

Philip J. Stanton, David L. Well, John R. Davies, Justice.

Herman B. Wilson, Clerk; Robert Andrews, Deputy Clerk.

Location of Court—No. 76 Manhattan Street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Eighth District—The Eighth District embraces the territory bounded on the south by the centre line of One Hundred and Tenth street, on the west by the centre line of Fifth Avenue, on the north and east by the northerly and easterly boundaries of said borough, including Randall's Island and the whole of Ward's Island.

Joseph P. Fallon, Leopold Princis, Justice.

William J. Kennedy, Clerk; Patrick J. Ryan, Deputy Clerk.

Location of Court—Sylvan Place and One Hundred and Twenty-first street, near Third Avenue. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 387 Harlan.

Ninth District—The Ninth District embraces the territory bounded on the south by the centre line of Fourteenth street and by the centre line of Fifty-ninth street from the centre line of Seventh Avenue to the centre line of Central Park West, on the east by the centre line of Lexington Avenue and by the centre line of Irving Place, including its projection through Gramercy Park, and by the centre line of Fifth Avenue from the centre line of Ninety-sixth street to the centre line of One Hundred and Tenth street, on the north by the centre line of Ninety-sixth street from the centre line of Lexington Avenue to the centre line of Fifth Avenue and by One Hundred and Tenth street from Fifth Avenue to Central Park West, on the west by the centre line of Seventh Avenue and Central Park West.

Edgar J. Lauer, Frederick De Witt Wells, Frank D. Sturges, William C. Wilson, Justice.

William J. Chamberlain, Clerk; Charles Healy, Deputy Clerk.

Location of Court—Southwest corner of Madison Avenue and Fifty-ninth street. Clerk's Office open daily (Sundays and legal holidays excepted) from 9 a.m. to 4 p.m.

Telephone, 387 Plaza.

Borough of Queens.

First District—First Ward (all of Long Island City formerly composing five wards). Court-room, St. Mary's Lyceum, Nos. 115 and 117 Fifth street, Long Island City.

Clerk's Office open from 9 a.m. to 4 p.m. each day, excepting Saturdays, closing at 12 m. Trial days, Mondays, Wednesdays and Fridays.

Jury days, Tuesdays and Fridays.

Clerk's Telephone, 384 East New York.

Court Telephone, 385 East New York.

avenue to Waverly Avenue; thence along the centre line of Waverly Avenue to Myrtle Avenue; thence along the centre line of Myrtle Avenue to Hudson Avenue; thence along the centre line of Hudson Avenue to Johnson Street; thence along the centre line of Johnson Street to Bridge Street, and thence along the centre line of Bridge Street to the point of beginning.

Lucien S. Baylies and George Fielder, Justices.

Charles P. Bible, Clerk.

Court-house, No. 61 Fulton street.

Seventh District—The Seventh District embraces the Twenty-sixth, Twenty-eighth and Thirty-second Wards.

Alexander S. Rosenthal and Edward A. Richards, Justices.

Samuel F. Brothers, Clerk.

Court-house, corner Pennsylvania Avenue and Fulton street (No. 31 Pennsylvania Avenue).

Clerk's Office open from 9 a.m. to 4 p.m.; Saturdays, 9 a.m. to 12 m. Trial days, Tuesdays, Wednesdays, Thursdays and Fridays.

Jury days, Tuesdays and Fridays.

Clerk's Telephone, 384 East New York.

Court Telephone, 385 East New York.

Borough of Queens.

First District—First Ward (all of Long Island City formerly composing five wards). Court-room, St. Mary's Lyceum, Nos. 115 and 117 Fifth street, Long Island City.

Clerk's Office open from 9 a.m. to 4 p.m. each day, excepting Saturdays, closing at 12 m. Trial days, Mondays, Wednesdays and Fridays.

Thomas C. Raden, Justice. Thomas F. Kennedy, Clerk.

Telephone, 376 Greenpoint.

Second District—Second and Third Wards, which include the territory of the late Towns of Newtown and Flushing. Court-room in Court-house of the late Town of Newtown, corner of Broadway and Court street, Elmhurst, New York. P. O. Address, Elmhurst, Queens County, New York.

William Kaspar, Jr., Justice. Luke J. Conner, Clerk. William Repper, Assistant Clerk.

Trial days, Tuesdays and Thursdays.

Clerk's Office open from 9 a.m. to 4 p.m.

Telephone, 387 Newtown.

Third District—Fourth and Fifth Wards, comprising the territory of the former Towns and Villages of Jamaica, Far Rockaway and Rockaway Beach.

James F. McLaughlin, Justice. George W. Damon, Clerk.

Court-house, Town Hall, Jamaica.

Telephone, 384 Jamaica.

Clerk's Office open from 9 a.m. to 4 p.m.

Court held on Mondays, Wednesdays and Fridays at 9 a.m.

Borough of Richmond.

First District—First and Third Wards (Towns of Easton and Northfield). Court-room, former Village Hall, Lafayette Avenue and Second street, New Brighton.

Thomas C. Brown, Justice. Aning S. Prall, Clerk.

Clerk's Office open from 9 a.m. to 4 p.m.

Telephone, 303 Tompkinsville.

Second District—Second, Fourth and Fifth Wards (Towns of Middletown, Southfield and Westfield). Court-room, former Edgewater Village Hall, Stapleton.

George W. Stake, Justice. Peter Tiernan, Clerk.

Clerk's Office open from 9 a.m. to 4 p.m.

Court opened until close of business. Trial days, Mondays, Wednesdays and Fridays.

Telephone, 313 Tompkinsville.

The Board of Estimate and Apportionment meets in the Old Council Chamber (Room 16), City Hall, every Friday at 10 a.m.

JOSEPH HAAG, Secretary.

The Commissioners of the Sinking Fund meet in the Old Council Chamber (Room 16), City Hall, at call of the Mayor.

N. TAYLOR PHILLIPS, Deputy Comptroller, Secretary.

The Board of Revision of Assessments meets in the Old Council Chamber (Room 16), City Hall, every Thursday at 12 a.m., upon notice of the Chief Clerk.

No. 3. FOR FURNISHING AND DELIVERING FORAGE IN THE BOROUGHS OF BROOKLYN AND QUEENS.
No. 4. FOR FURNISHING AND DELIVERING FORAGE IN THE BOROUGH OF RICHMOND.

The time for the delivery of the articles, materials and supplies and the performance of the contract is during the year 1909.

The amount of security required will be fifty per cent. (50%) of the amount of bid or estimate.

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

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

Blank forms and further information may be obtained at the Central Office of the Police Department, No. 300 Mulberry street, Borough of Manhattan.

WILLIAM F. BAKER, Police Commissioner.

Dated July 2, 1909.

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

PUBLIC NOTICE IS HEREBY GIVEN that the one hundred and ninth public auction sale, consisting of CONDEMNED POLICE PROPERTY will be held at No. 300 Mulberry street, Manhattan, on

FRIDAY, JULY 16, 1909.

at 10 a. m.
Lot No. 1. Lot of old cable and wire.

Lot No. 2. Quantities of electrical supplies and cables as follows:
Battery building rods, gravity (about 7,000).
Bands for signal boxes (about 5).

Telephone signal box rods (about 17).
Signal box rods (about 50).
Lot No. 3. Registers and keys (about 17) of switch.

Lot No. 4. Eight electric fans, 1 tank switch, 1 drill, 1 water box, 1 drill bit.

Lot No. 5. Quantity of battery copper, gravity (about 400).

Lot No. 6. Five containing old switch, switch plates, plug bells, telephone, stroke bells, glass cases, glass, keys, spring locks, key plates, window sash, indicators, jack plugs, glass straps, box studs, accessories, glass cases, automatic transmitter stands, galvanometers, box switch, push button plates.

Lot No. 7. Quantity of old steel (about 2,000 pounds). Quantities of old copper (about 100 pounds). Quantities of copper battery insulators (about 50). Quantities of German copper insulators (about 100). Quantities of wires (about 100). Quantities of copper, iron (about 100). Five copper copper cables.

Lot No. 8. Quantity of copper 100 (about 100). 3 boxes 100.

Lot No. 9. Battery copper gravity (about 100).
Lot No. 10. Quantity of battery aluminum gravity (about 100) pounds.

Lot No. 11. Signal boxes and ingress (about 20). Signal boxes, empty (about 20).

Lot No. 12. Lot of brackets (old), 1 stove, 1 city directory.

Lot No. 13. One copper bangle.
One copper and copper (Forbes).
Two old boxes, 2-inch stroke, 400 watts, 100 amperes.

Lot No. 14. Six old automobile tires, 20 feet rubber hose, 1 rubber mat.

Lot No. 15. One Columbia bicycle.
Lot No. 16. One Columbia bicycle, No. 19372.

Lot No. 17. One Columbia bicycle, No. 4242.
One Columbia bicycle, No. 4.
Social No. 2670.

Terms of sale, strictly cash.

Dated June 29, 1909.

THEODORE A. BINGHAM,
Police Commissioner.

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

DEPARTMENT OF STREET CLEANING.

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, Nos. 13 to 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock noon.

TUESDAY, JULY 20, 1909,
Borough of Brooklyn.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR REPAIRS TO THE STABLE OF THE DEPARTMENT OF STREET CLEANING, AT FLUSHING AND KENT AVENUES.

The time for the completion of the work and the full performance of the contract is fifty (50) working days.

The amount of security required is one-third of the amount of the bid or estimate.

The bidder will state the price for the entire work contained in the specifications. The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

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

Blank forms and further information may be obtained at the office of the Architects, Warren & Wetmore, No. 3 East Thirty-third street, Borough of Manhattan.

W.M. H. EDWARDS, Commissioner.

Dated July 2, 1909.

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

MAIN OFFICE OF THE DEPARTMENT OF STREET CLEANING, ROOM 1403, Nos. 13 to 21 PARK ROW, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Street Cleaning at the above office until 12 o'clock noon.

TUESDAY, JULY 20, 1909,
Borough of Brooklyn.

CONTRACT FOR FURNISHING AND DELIVERING 50 DRAFT HORSES.

The time for the delivery of the articles, materials and supplies and the performance of the contract is 30 days.

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

The bidder will state the price per horse, for which the bids will be named. The bids will be read from the total and the award made to the lowest bidder.

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

Blank forms and further information may be obtained at the office of the Department of Street Cleaning, the Borough of Manhattan, No. 12 to 21 Park Row.

W.M. H. EDWARDS, Commissioner.

Dated July 2, 1909.

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

COMMISSIONER OF JURORS, KINGS COUNTY.

OFFICE OF THE COMMISSIONER OF JURORS, ROOM 4, COURT HOUSE, BUREAU OF JURORS, JULY 2, 1909.

NOTICE IS HEREBY GIVEN THAT LISTS of trial jurors for 1909-1910 are complete and open for examination and correction. All persons residing in Kings County and claiming exemption from this duty and who have not previously had their names erased from the active list of jurors, are requested to appear at this office within ten days from date hereof, between the hours of 9 a. m. and 2 p. m., and present evidence of such exemption as required by law.

JACOB BRENNER,
Commissioner of Jurors for the
County of Kings.

thereof, and proof of the interest of the insured shall have been made and presented at the office of the insurer or its representative in The City of New York.

No bid will be received for insurance by or in behalf of any company not duly authorized by the Insurance Department to transact business in the State of New York.

Each bid must be accompanied by a copy of the policy upon which the bid is based.

The person or persons making a bid or estimate shall furnish the same in a sealed envelope indorsed as follows:

"Bid for insuring ferryboats employed on the Municipal Ferries."

Bids will be received by the Commissioner of Docks at Pier "A," foot of Battery place, until 12 o'clock noon on Thursday, July 15, 1909, at which time and place the estimates received will be publicly opened by the Commissioner of Docks and read, and the award of the contract made according to the law as soon thereafter as practicable.

No bid or estimate will be considered unless as a condition precedent to the retention or consideration of any proposal it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Commissioner of Docks, or money to the amount of One Thousand Dollars.

The certified check or money should not be enclosed in the envelope containing the bid or estimate, but should be either enclosed in a separate envelope, addressed to the Commissioner of Docks, or submitted personally upon the presentation of the bid or estimate.

The bidders shall state a rate per cent. as which they will insure or contract for insurance for the ferryboats, as specified above, in accordance with the terms of this advertisement, and also in accordance with the form of policy submitted, which shall be considered in connection with and form part of the bid.

Bidders will write out the rate per cent. of their estimates in addition to inserting the same in figures.

The Commissioner reserves the right to reject all bids or estimates if he deem it for the interest of the City to do so.

ALLEN N. SPOONER, Commissioner.

Dated The City of New York, July 2, 1909.

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

DEPARTMENT OF DOCKS AND FERRIES.

DEPARTMENT OF DOCKS AND FERRIES, PIER "A," FOOT OF BATTERY PLACE, NORTH RIVER, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at Pier "A," foot of Battery place, in The City of New York, until 12 o'clock noon on

THURSDAY, JULY 15, 1909.

FOR INSURING THE FERRYBOATS "BAY RIDGE," "MASSAU" AND "GOVANUS," TO BE EMPLOYED ON THE MUNICIPAL FERRIES BETWEEN THE BOROUGH OF MANHATTAN AND THE BOROUGH OF BROOKLYN, FOR A PERIOD OF TWELVE (12) CALENDAR MONTHS FROM AUGUST 15, 1909.

The said vessels, their apparel, stores, supplies, furniture, engines, boilers, machinery and appurtenances shall be insured at the following values:

For the ferries "Bay Ridge," "Govanus," and "Massau," \$200,000 for each boat, or a total of \$600,000 for the three boats; and in no case shall the Department be deemed as a co-insurer.

The police shall provide for the full indemnification of all salvage expenses and loss, damage, detriment or hurt to said vessels, for which the insurers are liable against the ports of the harbor, bay or rivers as above named, lightning and fires that shall occur to the hurt, detriment and damage of said vessels or either of them, or any part thereof, and for all damage which may be done by the vessels insured to any other vessel or property.

The police shall provide for the full indemnification of all salvage expenses and loss, damage, detriment or hurt to said vessels, for which the insurers are liable against the ports of the harbor, bay or rivers as above named, lightning and fires that shall occur to the hurt, detriment and damage of said vessels or either of them, or any part thereof, and for all damage which may be done by the vessels insured to any other vessel or property.

The vessels to be insured are common carriers, the policy shall not contain any limitation as to the nature or kind of cargo or other material which shall be carried on the boats.

No claim shall be made by the Department for any damage to the vessels insured unless it exceeds \$500.

Losses shall be payable in thirty days after proof of loss or damage, and of the amount

thereof, and proof of the interest of the insured shall have been made and presented at the office of the insurer or its representative in The City of New York.

No bid will be received for insurance by or in behalf of any company not duly authorized by the Insurance Department to transact business in the State of New York.

Each bid must be accompanied by a copy of the policy upon which the bid is based.

The person or persons making a bid or estimate shall furnish the same in a sealed envelope indorsed as follows:

"Bid for insuring ferryboats employed on the Municipal Ferries."

The estimates received will be publicly opened by the Commissioner of Docks and read, and the award of the contract made according to the law as soon thereafter as practicable.

No bid or estimate will be considered unless as a condition precedent to the retention or consideration of any proposal it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Commissioner of Docks, or money to the amount of one thousand dollars.

The certified check or money should not be enclosed in the envelope containing the bid or estimate, but should be either enclosed in a separate envelope, addressed to the Commissioner of Docks, or submitted personally upon the presentation of the bid or estimate.

The bidders shall state a rate per cent. as which they will insure or contract for insurance for the ferryboats, as specified above, in accordance with the terms of this advertisement, and also in accordance with the form of policy submitted, which shall be considered in connection with and form part of the bid.

Bidders will write out the rate per cent. of their estimates in addition to inserting the same in figures.

The Commissioner reserves the right to reject all bids or estimates if he deem it for the interest of the City to do so.

ALLEN N. SPOONER, Commissioner.

Dated The City of New York, July 2, 1909.

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

BOROUGH OF RICHMOND.

OFFICE OF THE PRESIDENT OF THE BUREAU OF RICHMOND, BUREAU HALL, ST. GEORGE, NEW YORK CITY.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Bureau of Richmond at the above office until 12 o'clock noon on

TUESDAY, JULY 20, 1909.

Borough of Richmond.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SYSTEM OF TEMPORARY SEWERS AND APPURTENANCES AS FOLLOWS: A SEPARATE SANITARY SEWER AND A STORM WATER OVERFLOW SEWER FROM 14TH STREET TO CANAL STREET, FROM 14TH STREET TO CANAL STREET, AND OTHER STREETS, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

555 linear feet of reinforced concrete sewer, Class C, including transom, as per section on plan of the work.

142 linear feet of reinforced concrete sewer, Class B, including transom, as per section on plan of the work.

269 linear feet of reinforced concrete sewer, Class E, including transom, as per section on plan of the work.

162 linear feet of concrete sewer, Class B, including transom, as per section on plan of the work.

19 linear feet of iron sewer at the junction of Canal and Broad streets, with storm water overflow into old sewer, all complete, as per section on plan of the work.

16 linear feet of iron sewer on Canal street, east of Cedar street, reconstructed as a concrete sewer, all complete, as per section on plan of the work.

33 linear feet of concrete sewer, Class G, including transom, as per section on plan of the work.

41 linear feet of concrete sewer, Class A, all complete, as per section on plan of the work.

49 linear feet of reinforced concrete sewer of 1 foot 6 inches by 3 foot 3 inches interior diameter, all complete, as per section on plan of the work.

38 linear feet of reinforced concrete sewer of 2 feet 2 inches by 3 feet 3 inches interior diameter, all complete, as per section on plan of the work.

90 linear feet of reinforced concrete sewer of 3 feet 6 inches by 3 feet 3 inches interior diameter, all complete, as per section on plan of the work.

272 linear feet of galvanized iron pipe sewer of 12 inches by 12 inches interior diameter, all complete, as per section on plan of the work.

700 linear feet of galvanized iron pipe sewer of 10 inches by 10 inches interior diameter, all complete, as per section on plan of the work.

370 linear feet of galvanized iron pipe sewer of 8 inches by 8 inches interior diameter, all complete, as per section on plan of the work.

24 linear feet of galvanized iron pipe sewer of 6 feet 6 inches by 6 feet 6 inches interior diameter, all complete, as per section on plan of the work.

12 reinforced concrete concrete basins with rim and an interior (12) feet 6 inches diameter, all complete, as shown on plan of the work.

10 brick manholes, 4 feet 6 inches, as per section on plan of the work.

5 manholes, 4 feet 6 inches, including 1 sanitary, complete, as per section on plan of the work.

2 brick tanks, with one 10 feet 6 inches, Miller siphons, all complete, as per section on plan of the work.

14,000 linear feet of pipe, furnished, driven and cut.

20,000 feet (12 M.) of yellow pine foundation timber and planking, as placed and secured.

33,000 feet (12 M.) of spruce planking, in place and secured.

are requested to make their claims for damages upon the blank form prepared by the Board of Assessors, copies of which may be obtained upon application at the above office.

Borough of Manhattan.

No. 703, West One Hundred and Forty-second street, from a point 252.92 feet west of Broadway to easterly line of Riverside drive extension.

Borough of The Bronx.

No. 595, Norwell avenue (Two Hundred and Thirty-eighth street), from First street (Bullard avenue) to White Plains road.

No. 596, East One Hundred and Forty-seventh street (Date street), from the Southern boundary to St. Mary's Park.

No. 598, Poplars avenue, from West One Hundred and Seventy-sixth street to Montgomery avenue.

No. 600, Pleasant Point road, from Westchester avenue to the East River.

No. 602, Rockdale avenue (Starling avenue), from University road to Globe avenue.

No. 604, College avenue, from East One Hundred and Sixty-seventh street to East One Hundred and Seventy-second street.

Borough of Brooklyn.

No. 590, Grand street, as extended from Hunter street to Bridge place.

No. 591, Rockdale street, between South Fourth street and Union avenue.

No. 592, Riverside avenue, between Rockaway avenue and Union street.

No. 593, Union place, between Atlantic avenue and Rockaway street.

No. 594, New York avenue, from President street to Malone street.

Borough of Queens.

No. 578, Halsey street, from Fulton avenue to Franklin street, First Ward.

No. 579, Hunter avenue, from Jones street to Halsey avenue, First Ward.

No. 580, Indiana avenue, from Thirteenth avenue to Old Bayview road, First Ward.

No. 581, Old Bayview avenue, from Elm street (Haley street) to St. Andrews street, Second Ward.

No. 582, Wyckoff avenue, from Brooklyn Bridge line to Myrtle street, Second Ward.

No. 583, Webster avenue, from William street to Vernon avenue, First Ward.

No. 584, Grand View avenue, from Stanhope street to Lander street, Second Ward.

No. 585, Lander avenue, from Jackson avenue to Van Alst avenue.

No. 586, Plymouth avenue, from Grand avenue to Van Alst avenue.

Borough of Richmond.

No. 676, Wadsworth avenue, from Indiana avenue to Wadsworth road; New York avenue, from Marion road to a point about 270 feet westward; Dixie avenue, from Wadsworth avenue to Caldecott place-Latimeria avenue, from Indiana avenue to Latimeria avenue; Main avenue, from William street to Wadsworth avenue; Springfield avenue, from Wadsworth avenue to Dixie avenue; Garrison avenue, from Neal Dow avenue to Wadsworth avenue; Dixie avenue, from Indiana avenue to Latimeria avenue; Hillwell avenue, from Indiana avenue to Washington road; Demarest avenue, from Latimeria avenue to Wadsworth road; New York avenue, Leonard avenue, from Hillwell avenue to Leonard avenue; Latimeria avenue, from Hillwell avenue to Latimeria avenue; Livermore avenue, from Latimeria avenue to Wadsworth road; Dixie avenue, from Latimeria avenue to Wadsworth avenue; College avenue, from Marion road to Second proposed street.

ANTONIO ZUCCA,

PAUL WEIMANN,

JAMES H. KENNEDY,

Board of Assessors.

WILLIAM H. JASPER, Secretary.

City of New York, Borough of Manhattan.

July 5, 1909.

jy2,14

opposed to the same, or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, No. 320 Broadway, New York, on or before August 3, 1909, at 11 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

ANTONIO ZUCCA,
PAUL WEIMANN,
JAMES H. KENNEDY,
Board of Assessors.

WILLIAM H. JASPER, Secretary.

No. 320 Broadway, City of New York, Borough of Manhattan, July 2, 1909.

jy2,14

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

Borough of Brooklyn.

List 3, No. 1. Regulating, grading, curbing and laying cement sidewalks on Gravesend avenue, between Fort Hamilton and Twenty-second street.

List 993, No. 2. Regulating, grading, curbing and laying cement sidewalks and laying brick gutters on Gravesend avenue, between Twenty-second avenue and Shell road.

List 59, No. 3. Sewer in Fifty-third street, between Thirteenth and Fifteenth avenues, and outlet in Fifty-third street, between Fifteenth and Seventeenth avenues.

List 446, No. 4. Paving with asphalt Eighty-first street, between First and Third avenues.

List 462, No. 5. Resurfacing brick gutters and paving with asphalt East Fourteenth street (Highway road), between Dorchester road and Damas avenue.

List 479, No. 6. Fencing vacant lots, south side of Poplar street, between Hicks and Henry streets; south side of Livingston street, between Boerum place and Court street; northeast side of Knickerbocker avenue, between Putnam avenue and Palmetto street; southeast side of Palmetto street, between Knickerbocker and Irving avenues; northwest side of Greene avenue, between Hurlbert and Myrtle avenues; north side of Herbert street, between Hurlbert and North Henry streets; southeast side of Bleeker street, between Wyckoff and St. Nicholas avenues; west side of Liawood street, between Fulton street and Atlantic avenue; south side of Ralph street, between Bushwick and Evergreen avenues.

List 514, No. 7. Sewer in Eighth avenue, between Seventeenth and Twenty-seventh streets.

List 516, No. 8. Basin at the easterly corner of Bath avenue and Fourteenth avenue.

List 517, No. 9. Basin at the northeast and northwest corners of East Fifteenth street and Damas avenue.

List 523, No. 10. Basin at the north corner of Thirteenth avenue and Ninety-ninth street.

List 567, No. 11. Sewer in Fifty-third street, between Thirteenth and Fourteenth avenues.

List 571, No. 12. Basin at the northeast and southeast corners of Narrows avenue and Seventy-fourth street; northeast and southeast corners of Seventy-sixth street; northeast and northwest corners of Seventy-seventh street; northeast and southeast corners of Seventy-eighth street.

List 573, No. 13. Sewer in Thirteenth avenue, between Seventy-ninth and Eighty-second streets, and outlet in Eighty-second street, between Thirteenth and Fourteenth avenues.

List 589, No. 14. Paving with asphalt and resurfacing Seventy-seventh street, between Fourth and Fifth avenues.

List 602, No. 15. Sewer in Barrett street between Park and Sutter avenues.

List 622, No. 16. Basins at the northeast and southwest corners of Sutter and Van Sickle avenues, and southwest corner of Sutter avenue and Warwick street.

List 623, No. 17. Basin at the southwest corner of Seelye avenue and Atlantic avenue.

List 624, No. 18. Basin at the northeast corner of Stratford road (East Eleventh street) and Slocum place.

List 626, No. 19. Basins on Seventeenth avenue at the north and south and west corners of Benson avenue and the easterly corner of Croxley avenue.

The limits within which it is proposed to lay the said assessments include all the several houses and lots of ground, vacant lots, pieces and parcels of land situated on—

No. 1. Both sides of Gravesend avenue, from First Hamilton Avenue to Twenty-second Avenue, and to the extent of half the block at the intersecting streets.

No. 2. Paving with asphalt and curbing where necessary Hunterwell avenue, from Tremont avenue to East One Hundred and Eighty-second street.

No. 3. Paving with asphalt and curbing where necessary East One Hundred and Seventy-sixth street, East Park Avenue to Third Avenue.

Borough of Queens.

List 68, No. 2. Regulating, grading, curbing and paving Third Avenue (Latimer street), from Broadway to Graham Avenue, First Ward.

List 162, No. 6. Regulating, grading, curbing and paving with brick pavement Grimes Avenue, from Grand View Avenue to Kings County line, Second Ward.

List 185, No. 7. Regulating, grading, curbing, digging and laying crosswalks on Holt street, from Thomas Avenue to Foster Avenue, First Ward.

List 200, No. 8. Paving with asphalt First Avenue, from Broadway to Washington Avenue, First Ward.

The limits within which it is proposed to lay the said assessments include all the several houses and lots of ground, vacant lots, pieces and parcels of land situated on—

No. 1. Both sides of Tammam place, from One Hundred and Forty-seventh street to One Hundred and Forty-ninth street, and to the extent of half the block at the intersecting streets.

No. 2. Both sides of Cypress Avenue, from One Hundred and Forty-eighth street to One Hundred and Forty-ninth street, and to the extent of half the block at the intersecting streets.

No. 3. Both sides of One Hundred and Seventy-sixth street, from Park Avenue to Third Avenue, and to the extent of half the block at the intersecting streets.

No. 4. Both sides of Third Avenue, from Broadway to Graham Avenue, and to the extent of half the block at the intersecting streets.

No. 5. Both sides of First Avenue, from Broadway to Washington Avenue, and to the extent of half the block at the intersecting streets.

All persons whose interests are affected by the above named proposed assessments, and who are

opposed to the same, or either of them, are requested to present their objections, in writing, to the Secretary of the Board of Assessors, No. 320 Broadway, New York, on or before August 3, 1909, at 11 a. m., at which time and place the said objections will be heard and testimony received in reference thereto.

ANTONIO ZUCCA,

PAUL WEIMANN,

JAMES H. KENNEDY,

Board of Assessors.

WILLIAM H. JASPER, Secretary.

No. 320 Broadway, City of New York, Borough of Manhattan, July 2, 1909.

jy2,14

The bids will be compared and the contract awarded at a lump or aggregate sum to the lowest bidder, as soon thereafter as practicable, according to law.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

JOHN W. BRANNAN, President of the Board of Trustees, Bellevue and Allied Hospitals.

Dated June 22, 1909.

jy2,14

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

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 p. m. on

WEDNESDAY, JULY 7, 1909,

FOR CANNED GOODS, GROCERIES, POTATOES, FRUITS, CROCKERY, GLASS, WARE, GRANITE, WARE, RUBBER GOODS, MISCELLANEOUS, ETC.

The surety required will be not less than fifty per cent. (50%) of the amount of the bid.

The time for the delivery of the supplies and the full performance of the contract is on or before December 31, 1909.

The bids will be read from the total, and will be compared and awarded to the lowest bidder as soon thereafter as practicable, according to law.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

JOHN W. BRANNAN, President of the Board of Trustees, Bellevue and Allied Hospitals.

Dated June 22, 1909.

jy2,14

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

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 p. m. on

WEDNESDAY, JULY 7, 1909,

FOR COAL.

The surety required will be not less than fifty per cent. (50%) of the amount of the bid.

The time for the delivery of the supplies and the full performance of the contract is on or before December 31, 1909.

The bids will be read from the total, and will be compared and awarded to the lowest bidder as soon thereafter as practicable, according to law.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

JOHN W. BRANNAN, President of the Board of Trustees, Bellevue and Allied Hospitals.

Dated June 22, 1909.

jy2,14

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

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 p. m. on

WEDNESDAY, JULY 7, 1909,

FOR ELECTRIC LAMPS.

The surety required will be not less than fifty per cent. (50%) of the amount of the bid.

The time for the delivery of the supplies and the full performance of the contract is on or before December 31, 1909.

The bids will be read from the total, and will be compared and awarded to the lowest bidder as soon thereafter as practicable, according to law.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

JOHN W. BRANNAN, President of the Board of Trustees, Bellevue and Allied Hospitals.

Dated June 22, 1909.

jy2,14

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

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF NEW YORK CITY, TWENTY-SIXTH STREET AND FIRST AVENUE, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Board of Trustees at the above office until 3 o'clock p. m. on

WEDNESDAY, JULY 7, 1909,

FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY OR REQUIRED FOR WIRE GUARDS, RAILINGS, SUPPORTS AND ALL OTHER WORK FOR INCLOSING THE BALCONIES AND BALCONY STAIRWAYS AT GOVERNOR'S HOTEL, SITUATED AT GOVERNOR'S SLIP, NO. 621 WATER STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

The security required will be One Thousand Dollars (\$1,000).

The time allowed for doing and completing the new work, repairs and alterations will be thirty (30) consecutive calendar days from the date of executing the contract.

Blank forms may be obtained at the office of the Contract Clerk, No. 419 East Twenty-sixth street, Borough of Manhattan, where bids and deposits are also delivered.

JOHN W. BRANNAN, President of the Board of Trustees, Bellevue and Allied Hospitals.

Dated June 22, 1909.

jy2,14

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

DEPARTMENT OF FINANCE.

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

AT THE REQUEST OF THE PRESIDENT
of the Borough of Queens, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids all the buildings, parts of buildings, etc., standing upon property owned by The City of New York, ascertained by it for their specified purposes in the

BOROUGH OF QUEENS.

Being all the buildings, parts of buildings, etc., standing within the lines of Twelfth avenue, from Franklin avenue to Flushing avenue, all of which are more particularly described in a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 200 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held June 29, 1909, the sale by sealed bids of the aforesaid buildings and appurtenances thereto will be held by direction of the Comptroller on

TUESDAY, JULY 20, 1909,

at 11 a. m., or his and panels and in manner and form as follows:

Parcel No. 1. Part of masonry frame building on the west side of Twelfth avenue, about 100 feet south of Franklin avenue.

Parcel No. 2. Part of masonry frame building on the west side of Twelfth avenue, about 100 feet south of Newtown road.

Parcel No. 3. Part of masonry frame building on the west side of Twelfth avenue, about 90 feet north of Vanvoesten avenue.

Notice that these descriptions will be received by the Comptroller at the office of the Collector of City Revenue, Room 141, No. 200 Broadway, Borough of Manhattan, until 11 a. m. on the 20th day of July, 1909, and that public notice, to the end for removal of the aforesaid buildings and appurtenances thereto, and the award of the same to the highest bidder within twenty-four hours of the said date.

Each sealed bid must be accompanied by a deposit of one-half cent of the sum equal to one-half the amount of the amount of the bid, which sum will be returned to the bidder, less a deposit of \$200 will be retained with the bid, and that a deposit of \$200 will be retained with each bidder to bid on any of the buildings.

Decisions of successful bidders will be rendered within twenty-four hours after successful bidders for one-half hours prior to full and given security, and those of successful bidders may be delayed by the City of New York by the Comptroller upon the failure of the successful bidder to furnish security with the terms and conditions of the sale as set forth herein.

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

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

All bids—whether valid or not, the number or description of the buildings or buildings bid for, the amount of the bid, (2) the full name and address of the bidder.

All bids—whether valid or not, the amount of the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the execution of their bid.

THURSDAY, JULY 15, 1909,

at 10 a. m., pursuant to section 1028 of the Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH OF MANHATTAN:

the directions of the Bureau of Sewers, Borough of Queens, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances or any part thereof within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances or portion as shall then be left standing, together with all moneys paid by said purchaser on account thereof at the time of the sale, and the bidder's agent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the costs and expenses thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furring, plaster, chimneys, projecting brick, etc., on the faces of such party walls, are to be taken down and removed. The walls shall be made permanent self-supporting, beam-like, etc., bricked up and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of adjacent buildings shall be properly flashed and painted and made water-tight where they have been disturbed by the operations of the contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids, and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

H. A. METZ, Comptroller,
City of New York, Department of Finance,
Comptroller's Office, June 29, 1909.

102.16

terrace to Louis street; both sides of John street, from Richmond terrace to Louis street; both sides of Irving avenue, from Louis street to Richmond terrace; both sides of Sand street, extending about 700 feet south of Louis street; both sides of Grant street, extending about 425 feet south of Louis street; both sides of Johnson avenue and Nicholas avenue, from Richmond terrace to Louis street; both sides of Brook avenue, from Hartfield place to Charles avenue; both sides of Lafayette avenue, from Blackford avenue to Richmond terrace; both sides of Sharpe avenue, from Charles avenue to Richmond terrace, and both sides of Elm street, from Charles avenue to Richmond terrace.

—that the same were confirmed by the Board of Assessors June 29, 1909, and entered June 29, 1909, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest shall be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 158 of this act."

Section 158 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessments are payable in the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, at the Hartfield Building, No. 51 Jackson Avenue, Long Island City, Borough of Queens, between the hours of 9 a. m. and 7 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 28, 1909, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessments became liens to the date of payment.

HERMAN A. METZ, Comptroller,
City of New York, Department of Finance,
Comptroller's Office, June 29, 1909.

102.16

NOTICE TO PROPERTY OWNERS.

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

TWELFTH WARD, SECTION 8.

TWO HUNDRED AND THIRTEENTH STREET—REGULATING, GRADING, CURING, AND FLAGGING, AND CONSTRUCTING NECESSARY RETAINING WALL, AND GUARD RAIL, from Broadway to Twelfth avenue, Area of assessment: Both sides of Two Hundred and Thirteenth street, from Broadway to Twelfth avenue, and to the extent of half the block at the intersecting avenues.

—that the same was confirmed by the Board of Assessors on June 29, 1909, and entered June 29, 1909, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment at the rate of seven per centum per annum, to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 158 of this act."

Section 158 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessment is payable in the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, at the Hartfield Building, No. 51 Jackson Avenue, Long Island City, Borough of Queens, between the hours of 9 a. m. and 7 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 28, 1909, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessment became liens to the date of payment.

HERMAN A. METZ, Comptroller,
City of New York, Department of Finance,
Comptroller's Office, June 29, 1909.

102.16

NOTICE TO PROPERTY OWNERS.

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

FIRST WARD.

SEWER in CLARK STREET, from Main street to Van Alst avenue, and in VAN ALST AVENUE, from Newstead avenue to Grand avenue. Area of assessment: South side of Clark street, from Hopkins avenue to Van Alst avenue; both sides of Van Alst avenue, from Clark street to Grand avenue; north side of Clark street, from Main street to Van Alst avenue; and both sides of Van Alst avenue, from Clark street to Main street.

MARIE PLACE—REGULATING, GRADING, CURING, AND PAVING, from Grand avenue to Newstead avenue. Area of assessment: Both sides of Marie place, from Grand avenue to Newstead avenue, and to the extent of half the block at the intersecting avenue.

RADDE STREET—REGULATING, GRADING, CURING, FLAGGING, AND PAVING, from Jane street to Radde street; both sides of Radde street, from Jane street to Hunter avenue, and to the extent of half the block at the intersecting streets.

RADDE STREET—SEWER, from Jane street to Henry street. Area of assessment: Both sides of Radde street, from Jane street to Henry street.

THIRD WARD.

LAWRENCE STREET—SEWER, 300 feet to the crown south of Sanford avenue. Area of assessment: Both sides of Lawrence street, from Maple avenue, in a point about 75 feet, more or less, north of Sanford avenue.

NORTH PRINCE STREET—REGULATING, CURING, AND FLAGGING, on the west side, between Broadway and State street. Area of assessment: West side of North Prince street, from Broadway to State street, and to the extent of half the block at the intersecting streets.

UNION STREET—REGULATING, GRADING, CURING, AND FLAGGING, on the east side, from Barclay street to Madison avenue. Area of assessment: East side of Union street, from Barclay street to Madison avenue, and to the extent of half the block at the intersecting streets.

—that the same were confirmed by the Board of Assessors June 29, 1909, and entered June 29, 1909, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, that "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 158 of this act."

Section 158 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record."

The above assessments are payable in the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, at the Hartfield Building, No. 51 Jackson Avenue, Long Island City, Borough of Queens, between the hours of 9 a. m. and 7 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before August 28, 1909, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when above assessments became liens to the date of payment.

HERMAN A. METZ, Comptroller,
City of New York, Department of Finance,
Comptroller's Office, June 29, 1909.

102.16

NOTICE TO PROPERTY OWNERS.

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

PARSONS AVENUE—GRADING, PAVING, AND CURBING, from Third avenue to New York bay. Area of assessment: Both sides of Parsons avenue, from Third avenue to New York bay, and extending back 100 feet from Bay Ridge avenue.

HUNSON AVENUE—GRADING, PAVING, AND CURBING, from Eighteenth avenue to Franklin avenue. Area of assessment: Both sides of Hunson avenue, from Eighteenth avenue to Franklin avenue, and extending back 100 feet from Franklin avenue.

JOHNSON AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Johnson avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

CRIBBES AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Cribbes avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

CRIBBES AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Cribbes avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

THIRTEENTH AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Thirteenth avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Friday avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Friday avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Friday avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Friday avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Friday avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Friday avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Franklin avenue to Eleventh avenue. Area of assessment: Both sides of Friday avenue, from Franklin avenue to Eleventh avenue, and extending back 100 feet from Eleventh avenue.

FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Friday avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

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FRIDAY AVENUE—GRADING, PAVING, AND CURBING, from Eleventh avenue to Franklin avenue. Area of assessment: Both sides of Friday avenue, from Eleventh avenue to Franklin avenue, and extending back 100 feet from Eleventh avenue.

of Second avenue, from Ninety-second street to Shore road, and extending back 100 feet from Second avenue.

SIXTIETH STREET—PAVING AND GUTTERING, from Fourth avenue to Twenty-second avenue. Area of assessment: Both sides of Sixtieth street, from Fourth avenue to Twenty-second avenue, and extending back 100 feet from Sixtieth street.

SIXTY-SEVENTH STREET—PAVING AND GUTTERING, from Fourth avenue to Fifth avenue. Area of assessment: Both sides of Sixty-seventh street, from New Utrecht avenue to Eighteenth avenue. Area of assessment: Both sides of Sixty-seventh street, from New Utrecht avenue to Eighteenth avenue, and extending back 100 feet from Sixty-seventh street.

SIXTY-SEVENTH STREET—PAVING AND GUTTERING, from Fourth avenue to Fifth avenue. Area of assessment: Both sides of Sixty-seventh street, from New Utrecht avenue to Eighteenth avenue, and extending back 100 feet from Sixty-seventh street.

SEVENTEENTH STREET—PAVING AND GUTTERING, from Fort Hamilton avenue to Tenth avenue. Area of assessment: Both sides of Seventeenth street, from Fort Hamilton avenue to Tenth avenue, and extending back 100 feet from Seventeenth street.

SEVENTY-NINTH STREET—PAVING AND GUTTERING, from Fort Hamilton avenue to Shore road. Area of assessment: Both sides of Seventy-ninth street, from Fort Hamilton avenue to Shore road, and extending back 100 feet from Seventy-ninth street.

TENTH AVENUE—PAVING AND GUTTERING, from Bay Ridge avenue to Seventy-fifth street. Area of assessment: Both sides of Tenth avenue, from Bay Ridge avenue to Seventy-fifth street, and extending back 100 feet from Tenth avenue.

TWENTY-FIRST AVENUE—PAVING AND GUTTERING, from Eighteenth street to Cypress avenue. Area of assessment: Both sides of Twenty-first avenue, from Eighteenth street to Cypress avenue, and extending back 100 feet from Twenty-first avenue.

TWENTY-SECOND AVENUE—PAVING AND GUTTERING, from Eighteenth street to Cypress avenue. Area of assessment: Both sides of Twenty-second avenue, from Eighteenth street to Cypress avenue, and extending back 100 feet from Twenty-second avenue.

The Board of Assessors has levied and assessed the foregoing assessments in full upon all buildings.

The "Sixth Installment" in each case is now due and payable and bearing for interestless rates an amount equal to one of the interest annual installments with interest shall be assessed upon the lots or parcels of land benefited by said improvements. These assessments were confirmed in the Board of Revision of Assessments on June 10, 1909, and the "Sixth Installment" entered on June 27, 1909, in the Board of Tax of Assessments here in the Bureau for the Collection of Assessments and Assessments of Taxes and Assessments and Water Bills.

Unless the amount of the sixth installment in each case shall be paid within forty days after said date or earlier, interest shall be charged and accrued and passed thereon, as provided in section 109 of the Charter New York Charter.

Such amount payable, in part, shall be "the sum and assessments shall remain unpaid for the period of sixty days after the date of entry thereof in the said record of Taxes of Assessments, it shall be the duty of the officer authorized to enter and receive the amount of such assessment to charge, collect and receive interest thereon at the rate of seven per centum per annum, to be calculated from the date of payment from the date when such assessment becomes a tax, as provided by section 109 of this act."

Section 109 of this act provides: "An assessment shall become a tax upon the real property affixed thereto ten days after its entry in the said record."

The above assessments are payable to the Collector of Assessments and Assessments of Taxes and Assessments and Water Bills in the Manhattan Bank Building, Court and Morrissey Street, Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturday from 9 a. m. to 1 p. m., and all payments made thereon on or before August 26, 1909, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when the above assessments become taxes to the date of payment."

HERMAN A. METZ, Comptroller.

City of New York, Department of Finance, Comptroller's Office, June 29, 1909.

19115

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

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

The successful bidder will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of his bid.

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

All bids must state clearly: (1) The amount of the bid, (2) the full name and address of the bidder.

All bids must be enclosed in properly sealed envelopes marked "Proposal to be opened July 15, 1909," and must be delivered or mailed in time for their delivery prior to 11 a. m. of that date to the "Collector of City Revenue, Room 141, No. 280 Broadway, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

The buildings will be sold for removal only, subject to the following:

Terms and Conditions.

The buildings and appurtenances thereto will be sold to the highest bidder, who must pay cash or a certified check drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of fifty dollars, the sum of fifty dollars shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the amount of completing any of the work required under the contract, less estimated at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or convert the building or buildings, etc., purchased by him, to be used or occupied for any purpose other than that of their specific removal, nor shall he collect any rental or other revenue for the use of either the roof or the buildings, etc., situated thereon. The funds of either or any of these conditions shall forthwith void the sale and cause immediate forfeiture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing thereon or permitting the occupancy of any such building by his agent free, for rent or otherwise, exceeding the necessary warehouse or the workmen engaged in the actual demolition thereof, must be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any damage or loss which may occur in the removal of the buildings, or their appurtenances, before or at the time of the sale thereof and the time of delivery, proceeding to the purchaser, after having proceeded beyond all points. The sale and delivery to purchaser will be made as nearly together as the circumstances of vacating the structures of their premises will permit.

All the material of the buildings, stables, walkways, and other structures of whatsoever nature, with their fixtures and interior fixtures, appurtenances and inscriptions of all kinds, except the sidewalk and curb in front of said buildings, extend the width of the sidewalk, and, by the turn down and removed from the premises. None of the materials or waste resulting from demolition will be allowed to remain on the premises, except old iron or plastics only, which may be left, but not higher than two feet below the earth surface that point, and the front wall of all classes shall be taken down only to a plane whose elevation shall be the level of the curb line front of the building.

The purchaser at the sale shall also withdraw and remove all abandoned water tanks and old service mains, and in place thereof cause to be inserted a main pipe in the main water line in the street, in accordance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Buildings with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The width for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances or any part thereof within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances or portion as shall then be left standing, together with all materials and by said purchaser on account thereof at the time of the sale, and the bidder's consent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed and the costs and expense thereof charged against the security above mentioned.

The work of removal must be carried on in such a way as to be thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place vapor and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the personal or property of another, resulting from negligence or carelessness in the performance of the work, or in passing the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All fixtures, plaster, chimney, protecting brick, etc., on the faces of such party walls, are to be taken down and removed. The walls shall be made permanently self-supporting, brick-holes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs of adjacent buildings shall be properly flushed and painted and made water-

tight where they have been disturbed by the operations of the contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

H. A. METZ, Comptroller,
City of New York, Department of Finance,
Comptroller's Office, June 30, 1909.

19115

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

AT THE REQUEST OF THE COMMISSIONERS OF THE DEPARTMENT OF WATER SUPPLY GAS AND ELECTRICITY, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids all the buildings, parts of buildings, etc., standing within the lines of the property acquired by the City of New York for the purpose of the 22-inch pipe line from Creek Stream to Amityville, Long Island, all of which are more particularly described on a map now on file in the office of the Collector of City Revenue, Department of Finance, Room 141, No. 280 Broadway, Borough of Manhattan.

Pursuant to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held on June 15, 1909, the sale by sealed bids of the above-described buildings, and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, JULY 12, 1909.

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

Merrick.

Plate 5177, Parcel 244. Former owner, Mrs. S. Birch. Southwest corner of Merrick Avenue and Long Island Railroad, two-story frame building, brick foundation, with two-story frame extension, one-story frame shed, one-story frame extension, and brick chimney.

Plate 5178, Parcel 245. Former owner, James F. Clegg. Southwest corner of Merrick Avenue and Long Island Railroad, two-story frame building, brick foundation, with one-story frame extension, one-story frame extension, and brick chimney.

Plate 5179, Parcel 246. Former owner, Mrs. J. W. Miller. Southwest corner of Merrick Avenue and Long Island Railroad, two-story frame building, brick foundation, with one-story frame extension, one-story frame extension, and brick chimney.

Plate 5180, Parcel 247. Former owner, Mrs. J. W. Miller. Southwest corner of Merrick Avenue and Long Island Railroad, two-story frame building, brick foundation, with one-story frame extension, one-story frame extension, and brick chimney.

Plate 5181, Parcel 248. Former owner, George Webster. North side of Merrick boulevard, 100 feet west of Merrick Avenue, part of two and one-half story frame house, 18 feet front, 10 feet one-story side, 20 feet in rear side.

Plate 5182, Parcel 249. Former owner, George Webster. North side of Merrick boulevard, 100 feet west of Merrick Avenue, part of two and one-half story frame house, 18 feet front, 10 feet one-story side, 20 feet in rear side, 20 feet in rear side.

Plate 5183, Parcel 250. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5184, Parcel 251. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5185, Parcel 252. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5186, Parcel 253. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5187, Parcel 254. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5188, Parcel 255. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5189, Parcel 256. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5190, Parcel 257. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5191, Parcel 258. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5192, Parcel 259. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5193, Parcel 260. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5194, Parcel 261. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5195, Parcel 262. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5196, Parcel 263. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5197, Parcel 264. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5198, Parcel 265. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5199, Parcel 266. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5200, Parcel 267. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5201, Parcel 268. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5202, Parcel 269. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5203, Parcel 270. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5204, Parcel 271. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5205, Parcel 272. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5206, Parcel 273. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5207, Parcel 274. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5208, Parcel 275. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5209, Parcel 276. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5210, Parcel 277. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5211, Parcel 278. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5212, Parcel 279. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5213, Parcel 280. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5214, Parcel 281. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5215, Parcel 282. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5216, Parcel 283. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5217, Parcel 284. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5218, Parcel 285. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

Plate 5219, Parcel 286. Former owner, F. D. Smith. South side of Merrick Avenue, 100 feet west of Merrick Avenue, one-story frame building, 12 feet front, 12 feet one-story side.

west of Morris avenue (No. 144 Observer street); part of north and two and one-half story frame house, 25 feet front, 25 feet deep.

Plate 5177, Parcel 180. Former owner, J. F. Davison. South side of Observer street, 180 feet west of Park avenue; one-story frame house, studio.

Plate 5177, Parcel 180. Former owner, A. Davison. Southwest corner of Observer street and Park avenue; one-story frame structure.

Plate 5177, Parcel 184. Former owner, Telephone Company. South side of Observer street, 180 feet west of Park avenue; two-story frame building.

Plate 5177, Parcel 185. Former owner, M. Robins. South side of Observer street, 225 feet west of Park avenue; part of north and two-story frame house, 26.2 feet front, 31 feet deep.

Plate 5177, Parcel 185. Former owner, A. Chisholm. South side of Observer street, 275 feet west of Park avenue (No. 32 Observer street); part of north and two-story frame house, 24.1 feet front, 21 feet deep.

Plate 5177, Parcel 186. Former owner, Edward Wright. South side of Observer street, 350 feet east of Village avenue (No. 36 Observer street); part north and two and one-half story frame house, 24.2 feet front, 31 feet deep.

Plate 5177, Parcel 187. Former owner, F. Ross. South side of Observer street, 212 feet east of Village avenue; two and one-half story frame house, one-story extension east and west.

Plate 5177, Parcel 188. Former owner, N. L. Swanson. South side of Observer street, 180 feet east of Village avenue; one-story frame shop, part north and one-story frame barn, 25 by 2 feet.

Plate 5177, Parcel 189. Former owner, G. G. Gilder. Southwest corner of Village avenue and Observer street, one-story frame business and dwelling, with extension; one-story frame shop, one and one-half story frame barn, one-story frame shop.

Plate 5177, Parcel 190. Former owner, N. Olson. West side of Village avenue, 10 feet south of Observer street, two-story frame shop and dwelling, one-story frame shop, one-story frame extension, one-story frame shop.

Plate 5177, Parcel 191. Former owner, G. L. Leekert. West side of Village avenue, opposite Observer street, one-story brick store and dwelling.

Plate 5177, Parcel 192. Former owner, Leo Clifford. West side of Village avenue, opposite Observer street, two-story frame shop and dwelling.

Plate 5177, Parcel 193. Former owner, Peter Hall. One hundred feet east of Coates avenue, 250 feet south of Long Island Railroad, two-story frame house, one-story frame shop, one and one-half story frame shop.

Plate 5177, Parcel 194. Former owner, H. W. Warhol. One hundred feet east of Coates avenue, 400 feet south of Long Island Railroad, one-story frame shop, stable, and extension.

Plate 5177, Parcel 195. Former owner, W. Johnson. One hundred feet east of Coates avenue, 350 feet south of Long Island Railroad, one-story frame house and extension; one-story frame shop, barn and stable on east side; one-story frame blacksmith shop facing Coates avenue; one-story frame extension.

Plate 5177, Parcel 196. Former owner, W. H. Hartmann. 100 feet west of Coates avenue, 250 feet south of Long Island Railroad, two-story frame house, two-story frame barn, north and east, and one-half story frame house, 28.2 feet wide, 10 feet front and end, 8 feet side and end from north end of extension.

Plate 5177, Parcel 197. Former owner, F. Abner. West side of Coates avenue, 400 feet south of Long Island Railroad, one and one-half story frame house.

Plate 5177, Parcel 198. Former owner, D. Model. At one-half of Merrick road, 400 feet east of Banks avenue; one-story and two-story frame house, one-story frame extension.

Plate 5177, Parcel 199. Former owner, W. H. Johnson. Northeast corner of Merrick road and Banks avenue; two-story frame house, with one-story frame extension on west side, and one-story frame extension on east side.

Plate 5177, Parcel 200. Former owner, J. Campbell. Northwest corner of Merrick road and Banks avenue; part of two-story frame house, 18.4 feet facing Merrick road, 20 feet on Banks avenue side. No back side, one-story frame extension on northeast corner.

Plate 5177, Parcel 201. Former owner, O. Johnson. 9 feet north of Merrick road, 70 feet west of Banks avenue; part of south and two and one-half story frame house, 20.2 feet wide, 16 feet west side, 28 feet east side.

Plate 5177, Parcel 202. Former owner, E. Thompson. 8 feet north of Merrick road, 110 feet west of Banks avenue; part of south and one-story frame blacksmith shop, part of south and two-story frame building adjoining shop.

Lots and Lots.

Plate 5177, Parcel 203. Former owner, Ruth Baldwin. 20 feet west of Smith road, 220 feet south of Long Island Railroad; one and one-half story frame house and one-story frame extension; one-story frame chicken house, one-story frame extension.

Plate 5177, Parcel 204. Former owner, S. Stevenson. 190 feet west of Brooklyn avenue (Brooklyn), 220 feet south of Long Island Railroad; shop and chicken house, one-story frame barn, one-story frame extension.

Plate 5177, Parcel 205. Former owner, M. Meyer. 40 feet east of Benton avenue, 180 feet south of Long Island Railroad; part north and of two and one-half story frame house 43.7 feet wide, 10 feet high, part north end of two-story frame barn 38.2 feet by 15 feet; corncrib and one-story extension.

Plate 5177, Parcel 206. Former owner, R. F. Bouldin. 40 feet south of Bates street, 5 feet east of Marshall street; one-story frame office building, stable, and platform.

Plate 5177, Parcel 207. Former owner, W. C. A. Bemar. 40 feet east of Washington place, 50 feet south of Bates street; two-story frame house, one-story frame shop, one-story frame shop.

Plate 5177, Parcel 208. Former owner, E. Bates. South side of Bates street, 30 feet east of Washington place; two-story frame house, part north end one-story frame shop 15.3 by 30 feet.

Plate 5177, Parcel 209. Former owner, T. Smith. East side of Atlantic avenue, 220 feet south of Long Island Railroad; part north and one-story frame house, 11.3 by 22.2 by 7 feet; part northeast corner two-story frame house 10 by 4 feet; two-story frame barn, shop.

Plate 5177, Parcel 210. Former owner, T. F. O'Connor. 30 feet east of Atlantic avenue, 155 feet south of Long Island Railroad; two-story frame house, brick foundation, one-story frame shop and adjoining outhouse, one-story frame shop and one outhouse.

Plate 5177, Parcel 211. Former owner, T. Cusack. 110 feet south of Long Island Railroad, 90 feet west of Long Beach Division; part south side one-story frame house 13.1 by 7 feet, part south side two-story frame house 13.4 by 14 feet; one-story frame shop and 1 frame extension.

Plate 5177, Parcel 212. Former owner, D. Pearlall. West side of Atlantic avenue, 145 feet for a certified check drawn to the order of the

south of Long Island Railroad; two and one-half story frame house, part north end two and one-half story frame house 22.3 by 21 feet.

Plate 5177, Parcel 213. Former owner, A. D. Jacques. 35 feet west of Broadway, 140 feet south of Long Island Railroad; two and one-half story frame house.

Plate 5177, Parcel 214. Former owner, C. A. Fava. 155 feet west of Broadway, 185 feet south of Long Island Railroad; one-story frame house, one and one-half story frame barn, one-story chicken house, one-story frame outhouse, part northwest corner two and one-half story frame house 12 by 20 feet.

Plate 5177, Parcel 215. Former owner, G. W. Wright. 188 feet west of Broadway, 180 feet south of Long Island Railroad; south part and one and one-half story frame barn 25.8 by 11 feet, south part one-story frame shop 13.2 by 11 feet.

Plate 5177, Parcel 216. Former owner, R. Jacques. 200 feet west of Broadway, 200 feet south of Long Island Railroad; part north end water tank 9 feet wide 3 feet long, and windmill 8.2 by 8.2 feet.

Felley Stream.

Plate 5177, Parcel 217. Former owner, R. Dury Estate. 240 feet east of Harrison avenue, 26 feet south of Long Island Railroad; 2-story frame bathhouse.

Plate 5177, Parcel 218. Former owner, Roger Stanley. 250 feet east of Harrison avenue, 10 feet south of Long Island Railroad; two-story frame house, one-story frame shop about 20 feet north of house.

Plate 5177, Parcel 219. Former owner, J. J. Crowley. Thirty-five feet east of Harrison avenue, 23 feet south of Long Island Railroad; one-story frame house and one-story extension; 185 feet east of Harrison avenue, 20 feet south of Long Island Railroad; two-story frame barn and one-story extension; 120 feet east of Harrison avenue, 20 feet south of Long Island Railroad; wall house and windmill; three sheds, three chicken houses, one barn crib.

Plate 5177, Parcel 220. Former owner, Queens County Water Company. Brooklyn avenue and Avenue Avenue, one-story bathhouse, two-story frame house, one-story frame shop about 10 feet north of house, one-story frame bathhouse.

Plate 5177, Parcel 221. Former owner, R. M. Dupre. Southwest corner Long Island Railroad and Seventh street, one-story frame shop, one-story frame shop.

Plate 5177, Parcel 222. Former owner, M. M. Murphy. Southwest corner of Long Island Railroad and Sixth street, one-story frame office building, one-story frame shop.

Plate 5177, Parcel 223. Former owner, William Heron. Sixty-eighth street, one-half of York street, 5 feet north of Brooklyn avenue, one-story frame house.

Plate 5177, Parcel 224. Former owner, James Miller. East side of Fourth street, 185 feet east of Long Island Railroad; two and one-half story frame house, fronting on Long Island Railroad 10 feet west of Fifth street, one-story frame extension, and one-story frame shop, one-story frame extension, and one-story frame extension.

Plate 5177, Parcel 225. Former owner, Christopher. One hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension, one-story frame extension, one-story frame barn, one-story frame shop.

Plate 5177, Parcel 226. South side of Brooklyn avenue, 120 feet west of Rockaway avenue, one-story frame extension.

Plate 5177, Parcel 227. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension, one-story frame barn, one-story frame extension.

Plate 5177, Parcel 228. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension, one-story frame shop.

Plate 5177, Parcel 229. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 230. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 231. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 232. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 233. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 234. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 235. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 236. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 237. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 238. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 239. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 240. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 241. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 242. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 243. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 244. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 245. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 246. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 247. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 248. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 249. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 250. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 251. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 252. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 253. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 254. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 255. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 256. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 257. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 258. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 259. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 260. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 261. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 262. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 263. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 264. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 265. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 266. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 267. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 268. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 269. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 270. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 271. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 272. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 273. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

Plate 5177, Parcel 274. Former owner, Christopher. Two hundred feet south of Brooklyn avenue, 30 feet east of Rockaway avenue, one-story frame shop and one-story frame extension.

BOROUGH OF MANHATTAN.

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 16, until 2 o'clock p. m. on

TUESDAY, JULY 8, 1909.

No. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR SEWER AND APPURTENANCES IN WEST ONE HUNDRED AND FIFTY-SIXTH STREET BETWEEN HARLEM RIVER AND EIGHTH AVENUE.

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

305 linear feet of glazed vitrified sewer pipe sewer of 15 inches interior diameter, all complete.

3,000 feet (B. M.) of timber and planking for bracing and sheet piling.

10,000 feet (B. M.) of timber and planking for foundations.

The time allowed to complete the whole work will be seventy-five (75) working days.

The amount of the security required will be Two Thousand Dollars (\$2,000).

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and fisted up, as the bids will be read from the total.

Blank forms may be had and the plans and drawings may be seen at the office of the Commissioner of Public Works, Nos. 13 to 21 Park Row, Bureau of Sewers, Borough of Manhattan.

JOHN J. AHEARN, Borough President.

The City of New York, June 24, 1909.

26,378

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at the City Hall, Room 16, until 2 o'clock p. m. on

TUESDAY, JULY 6, 1909.

No. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR SEWER AND APPURTENANCES IN THIRD AVENUE, WEST SIDE, BETWEEN TWELFTH AND THIRTEENTH STREETS.

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

145 linear feet of brick sewer of 3 feet x 1 inch to 2 feet x 1 inch interior diameter, all complete.

150 cubic yards of rock to be excavated and removed.

10,000 feet (B. M.) of timber and planking for bracing and sheet piling.

The time allowed to complete the whole work will be one hundred (100) working days.

The amount of security required will be Five Hundred Dollars (\$1,000).

No. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR EXTENSION TO OUTLET SEWER AND APPURTENANCES AT THE FOOT OF ONE HUNDRED AND EIGHTEENTH STREET AND HARLEM RIVER.

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

144 linear feet of sewer, via:

144 linear feet of wooden barrel sewer of 4 feet by 3 feet interior diameter, all complete, Class 1.

20 linear feet of brick sewer of 4 feet by 3 feet interior diameter, all complete, Class 2.

The time allowed to complete the whole work will be forty (40) working days.

The amount of security required will be One Thousand Dollars (\$1,000).

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot, yard or other unit of measure, or article, by which the bids will be tested. The extensions must be made and fisted up, as the bids will be read from the total.

Blank forms may be had and the plans and drawings may be seen at the office of the Commissioner of Public Works, Nos. 13 to 21 Park Row, Bureau of Sewers, Borough of Manhattan.

JOHN J. AHEARN, Borough President.

The City of New York, June 24, 1909.

24,378

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

OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, CITY HALL, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan, at the City Hall, Room 16, until 2 o'clock p. m. on

TUESDAY, JULY 6, 1909.

No. 1. FOR REGULATING, REGRADING, CURBING AND RECURRING, FLAGGING AND REFLAGGING EAST SEVENTH, SIXTH STREET, FROM EXTERIOR STREET TO A POINT 34 FEET WESTERLY THERE FROM, AND CONSTRUCT RETAINING WALL AND GUARD RAIL.

Engineer's estimate of amount of work to be done:

276 cubic yards of earth excavation.

860 cubic yards of rock excavation.

30 cubic yards of Portland cement masonry for retaining wall.

13 cubic yards of Portland cement concrete for foundation.

170 linear feet of 3-pipe railing.

170 linear feet of bluestone coping.

12 cubic yards of concrete steps and side walls.

352 square yards of old pavement, to be removed (not to be bid for).

460 linear feet of new curbside, furnished and set.

300 linear feet of old curbside, redressed, rejoined and reset.

2,000 square feet of new flagstone, furnished and laid.

400 square feet of old flagstone, re-dressed and relaid.

The time allowed for doing and completing above work is sixty (60) working days.

The amount of security required is Fifteen Hundred Dollars (\$1,500).

No. 2. FOR REGULATING, GRADING, CURBING, FLAGGING AND PAVING WITH GRANITE BLOCK PAVEMENT ONE HUNDRED AND FORTY-NINTH STREET, FROM BROADWAY TO RIVERSIDE DRIVE.

Engineer's estimate of amount of work to be done:

23 cubic yards of rock excavation, for foundation.

4,170 cubic yards of filling, to be furnished (exclusive of that secured from excavation).

1,140 square yards of granite block pavement, with paving cement joints.

50 cubic yards of Portland cement masonry for retaining walls.

320 cubic yards of Portland cement concrete for foundation.

565 linear feet of guard rail.

170 square feet of new bluestone, to furnish and lay.

350 linear feet of new curbside, to furnish and set.

105 linear feet of old curbside, redressed, rejoined and reset.

2,120 square feet of new flagstone, furnished and laid.

600 square feet of old flagstone, re-dressed and relaid.

The time allowed for doing and completing above work is seventy (70) working days.

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

No. 3. FOR REGULATING AND REPAVING WITH SHEET ASPHALT ON CONCRETE FOUNDATION THE ROADWAY OF FIFTY-EIGHTH STREET, FROM THE WEST SIDE OF FIFTH AVENUE TO THE EAST SIDE OF SIXTH AVENUE.

Engineer's estimate of amount of work to be done:

3,200 square yards of asphalt pavement, including binder course.

185 cubic yards of Portland cement concrete.

110 linear feet of new bluestone curbside, furnished and set.

20 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

5 noiseless heads and covers, complete, for sewer manholes, furnished and set.

4 noiseless heads and covers, complete, for water manholes, furnished and set.

The time allowed for doing and completing above work is thirty (30) working days.

The amount of security required is Two Thousand Dollars (\$2,000).

No. 4. FOR REGULATING, GRADING, CURBING AND FLAGGING ONE HUNDRED AND FIFTIETH STREET, FROM BROADWAY TO RIVERSIDE DRIVE.

Engineer's estimate of amount of work to be done:

130 cubic yards of earth excavation.

30 cubic yards of rock excavation, for foundation.

4,250 cubic yards of filling, to furnish (exclusive of that secured from excavation).

60 cubic yards of Portland cement masonry for retaining walls.

320 cubic yards of Portland cement concrete for foundation.

720 linear feet of guard rail.

170 square feet of new bluestone, to furnish and lay.

350 linear feet of new curbside, to furnish and set.

20 linear feet of old curbside, redressed, rejoined and reset.

3,050 square feet of new flagstone, to furnish and lay.

120 square feet of old flagstone, to re-dress and relay.

The time allowed for doing and completing above work is forty (40) working days.

The amount of security required is One Thousand Dollars (\$1,000).

No. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR EXTENSION TO OUTLET SEWER AND APPURTENANCES AT THE FOOT OF ONE HUNDRED AND EIGHTEENTH STREET AND HARLEM RIVER.

Engineer's estimate of amount of work to be done:

1,172 square yards of asphalt block pavement.

296 cubic yards of Portland cement concrete, including mortar bed.

280 linear feet of new bluestone curbside, furnished and set.

1,118 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

8 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

2 noiseless heads and covers, complete, for water manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is forty (40) working days.

The amount of security required is Three Thousand Dollars (\$3,000).

No. 6. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON CONCRETE FOUNDATION THE ROADWAY OF ONE HUNDRED AND SEVENTIETH STREET, FROM BROADWAY TO FORT WASHINGTON AVENUE.

Engineer's estimate of amount of work to be done:

3,172 square yards of asphalt block pavement.

296 cubic yards of Portland cement concrete, including mortar bed.

280 linear feet of new bluestone curbside, furnished and set.

1,118 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

8 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is forty (40) working days.

The amount of security required is One Thousand Dollars (\$1,000).

No. 7. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON CONCRETE FOUNDATION THE ROADWAY OF ST. NICHOLAS TERRACE, FROM ONE HUNDRED AND TWENTY-EIGHTH STREET TO ONE HUNDRED AND THIRTYEIGHTH STREET.

Engineer's estimate of amount of work to be done:

1,800 square yards of asphalt block pavement.

450 cubic yards of Portland cement concrete, including mortar bed.

700 linear feet of new bluestone curbside, furnished and set.

340 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

5 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is twenty-five (25) working days.

The amount of security required is Two Thousand Dollars (\$2,000).

No. 8. FOR REGULATING AND PAVING WITH ASPHALT BLOCK PAVEMENT ON CONCRETE FOUNDATION THE ROADWAY OF ST. NICHOLAS TERRACE, FROM ONE HUNDRED AND THIRTYEIGHTH STREET TO ONE HUNDRED AND FORTY-EIGHTH STREET.

Engineer's estimate of amount of work to be done:

4,307 square yards of asphalt block pavement.

829 cubic yards of Portland cement concrete, including mortar bed.

340 linear feet of new bluestone curbside, furnished and set.

2,073 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

12 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is fifty (50) working days.

The amount of security required is Four Thousand Dollars (\$4,000).

No. 9. FOR REGULATING AND PAVING WITH SHEET ASPHALT PAVEMENT ON CONCRETE FOUNDATION THE ROADWAY OF ST. NICHOLAS TERRACE, FROM ONE HUNDRED AND THIRTYEIGHTH STREET TO ONE HUNDRED AND FORTY-EIGHTH STREET.

Engineer's estimate of amount of work to be done:

2,073 linear feet of new bluestone curbside, furnished and set.

12 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is twenty-five (25) working days.

The amount of security required will be Five Hundred Dollars (\$500).

Engineer's estimate of amount of work to be done:

10,715 square yards of asphalt pavement, including binder course.

2,102 cubic yards of Portland cement concrete.

4,700 linear feet of new bluestone curbside, furnished and set.

4,700 linear feet of old bluestone curbside, re-dressed, rejoined and reset.

27 noiseless heads and covers, complete, for sewer manholes, furnished and set (not to be bid for).

The time allowed for doing and completing above work is seventy (70) working days.

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

No. 10. FOR REGULATING AND REPAVING WITH SHEET ASPHALT PAVEMENT ON CONCRETE FOUNDATION THE ROADWAY OF FIFTY-EIGHTH STREET, FROM THE WEST SIDE OF FIFTH AVENUE TO THE EAST SIDE OF SIXTH AVENUE.

Engineer's estimate of amount of work to be done:

3,200 square yards of asphalt pavement, including binder course.

185 cubic yards of Portland cement concrete.

110 linear feet of new

GETHER WITH ALL WORK INCIDENTAL THERETO.

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

2,000 square yards of asphalt pavement (five years' maintenance).

10 square yards of old stone pavement, to be relaid.

370 cubic yards of concrete, for pavement foundation.

870 linear feet of new curbstone, furnished and set in concrete.

990 linear feet of old curbstone, reset in concrete.

6 nozzles covers and heads, complete, for sewer manholes.

The time for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is Twenty-one Hundred Dollars (\$2,100).

No. 7. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF STANHOPE STREET, FROM ST. NICHOLAS AVENUE TO THE BOROUGH LINE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,750 square yards of asphalt pavement (five years' maintenance).

20 square yards of old stone pavement, to be relaid.

245 cubic yards of concrete, for pavement foundation.

870 linear feet of new curbstone, furnished and set in concrete.

190 linear feet of old curbstone, reset in concrete.

5 nozzles covers and heads, complete, for sewer manholes.

The time for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Six Hundred Dollars (\$600).

No. 8. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF STONE STREET, FROM HAMBURG AVENUE TO KNICKERBOCKER AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

2,070 square yards of asphalt block pavement (five years' maintenance).

10 square yards of old stone pavement, to be relaid.

320 cubic yards of concrete, for pavement foundation.

1,100 linear feet of new curbstone, furnished and set in concrete.

100 linear feet of old curbstone, reset in concrete.

5 nozzles covers and heads, complete, for sewer manholes.

The time for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Twenty-three Hundred Dollars (\$2,300).

No. 9. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF HILLARY STREET, FROM LAWRENCE STREET TO BRIDGE STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

810 square yards of asphalt pavement (five years' maintenance).

20 square yards of old stone pavement, to be relaid.

115 cubic yards of concrete, for pavement foundation.

200 linear feet of new curbstone, furnished and set in concrete.

100 linear feet of old curbstone, reset in concrete.

5 nozzles covers and heads, complete, for sewer manholes.

The time for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Six Hundred and Fifty Dollars (\$650).

No. 10. FOR REGULATING AND REPAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF THIRTY-SECOND STREET, FROM FOURTH AVENUE TO FIFTH AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

2,430 square yards of asphalt pavement (five years' maintenance).

10 square yards of old stone pavement, to be relaid.

380 cubic yards of concrete for pavement foundation.

400 linear feet of new curbstone, furnished and set in concrete.

1,020 linear feet of old curbstone, reset in concrete.

7 nozzles covers and heads, complete, for sewer manholes.

The time for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is Twenty-one Hundred Dollars (\$2,100).

No. 11. FOR REGULATING AND REPAVING WITH ASPHALT BLOCK ON A CONCRETE FOUNDATION THE ROADWAY OF WAVERLY AVENUE, FROM FLUSHING AVENUE TO MYRTLE AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

5,000 square yards of asphalt block pavement, including 6-inch mortar bed (five years' maintenance).

20 cubic yards of concrete for pavement foundation.

The time for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Thirty-five Hundred Dollars (\$3,500).

No. 12. FOR FENCING VACANT LOTS ON THE WEST SIDE OF SCHENCK AVENUE, BETWEEN ATLANTIC AVENUE AND FULTON STREET, ON THE SOUTH SIDE OF NINETEENTH STREET, BETWEEN SIXTH AVENUE AND EIGHTH AVENUE, AND ON THE NORTH SIDE OF TWENTIETH STREET, BETWEEN SEVENTH AVENUE AND EIGHTH AVENUE.

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

723 linear feet of wooden rail fence 6 feet high.

The time allowed for the completion of the fence and the full performance of the contract is fifteen (15) working days.

The amount of security required is One Hundred Dollars (\$100).

No. 13. FOR FURNISHING AND DELIVERING ONE HUNDRED AND FIFTY THOUSAND (150,000) GALLONS OF ASPHALT ROAD OIL.

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before October 1, 1909.

The amount of security will be Three Thousand Dollars (\$3,000).

No. 14. FOR FURNISHING AND DELIVERING ONE HUNDRED AND FIFTY THOUSAND (150,000) GALLONS OF TAR ROAD OIL.

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before October 1, 1909.

The amount of security will be Three Thousand Dollars (\$3,000).

No. 15. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF AVENUE D, FROM EAST TWENTY-EIGHTH STREET TO EAST TWENTY-NINTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,030 square yards of asphalt pavement (5 years' maintenance).

145 cubic yards of concrete, for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Six Hundred and Fifty Dollars (\$650).

No. 16. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST FOURTH STREET, FROM CHURCH AVENUE TO AVENUE C, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

3,658 square yards of asphalt pavement (5 years' maintenance).

513 cubic yards of concrete, for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Twenty-five Hundred Dollars (\$2,500).

No. 17. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST TWENTY-EIGHTH STREET, FROM CLARENCE ROAD TO NEWKIRK AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

350 linear feet of cement curb.

350 square feet of cement sidewalk.

The time allowed for the completion of the work and the full performance of the contract is fifteen (15) working days.

The amount of security required is One Hundred Dollars (\$100).

No. 18. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST TWENTY-NINTH STREET, FROM AVENUE D TO NEWKIRK AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

350 linear feet of cement curb.

350 square feet of cement sidewalk.

The time allowed for the completion of the work and the full performance of the contract is fifteen (15) working days.

The amount of security required is One Hundred Dollars (\$100).

No. 19. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST TWENTY-NINTH STREET, FROM AVENUE D TO NEWKIRK AVENUE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,270 square yards of asphalt pavement (five years' maintenance).

178 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Six Hundred and Fifty Dollars (\$650).

No. 20. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST THIRTY-FIRST STREET, FROM NEWKIRK AVENUE TO CLARENCE ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,210 square yards of asphalt pavement (five years' maintenance).

170 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Twenty-four Hundred Dollars (\$2,400).

No. 21. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF EAST THIRTY-SECOND STREET, FROM CANARSIE LANE TO CLARENCE ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,210 square yards of asphalt pavement (five years' maintenance).

170 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Twenty-four Hundred Dollars (\$2,400).

No. 22. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF FOURTEENTH AVENUE, FROM SEVENTH FIFTH STREET TO SEVENTY-NINTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

4,950 square yards of asphalt pavement (five years' maintenance).

693 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Eight Hundred Dollars (\$800).

No. 23. FOR FURNISHING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF SEVENTH AVENUE, FROM SEVENTH FIFTH STREET TO SEVENTY-NINTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

4,950 square yards of asphalt pavement (five years' maintenance).

693 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty-five (25) working days.

The amount of security required is Thirty-one Hundred Dollars (\$3,100).

No. 24. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF HINCKLEY PLACE, FROM CONEY ISLAND AVENUE TO EAST ELEVENTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

920 square yards of asphalt pavement (five years' maintenance).

130 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Three Thousand Dollars (\$3,000).

No. 25. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF AVENUE D, FROM EAST TWENTY-EIGHTH STREET TO EAST TWENTY-NINTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

1,030 square yards of asphalt pavement (five years' maintenance).

145 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Three Thousand Dollars (\$3,000).

379 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is thirty (30) working days.

The amount of security required is Six Hundred Dollars (\$600).

No. 26. FOR REGULATING AND PAVING WITH ASPHALT PAVEMENT ON A CONCRETE FOUNDATION THE ROADWAY OF HINCKLEY PLACE, FROM CONEY ISLAND AVENUE TO EAST ELEVENTH STREET, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

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

920 square yards of asphalt pavement (five years' maintenance).

130 cubic yards of concrete for pavement foundation.

The time allowed for the completion of the work and the full performance of the contract is twenty (20) working days.

The amount of security required is Six Hundred Dollars (\$600).

The bidder will state the price of each item or article contained in the specifications or schedule herein contained or herein named, per square foot, cubic foot, linear foot, gallons or other unit of measure, by which the bids will be tested. The bids will be compared and the lowest awarded at a lump or separate sum for each contract.

Delivery will be required on the part of the bidder to the Bureau of Highways at the above office until 12 o'clock p. m.

ROBERT W. HEBERD, Commissioner.

Dated June 24, 1909.

OF RANDALL'S ISLAND, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

The time allowed for doing and completing the entire work and the full performance of the contract is three hundred and sixty-five (365) consecutive calendar days.

The amount required will be Fifty Thousand Dollars (\$50,000).

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

Blank forms and further information may be obtained at the office of the Bureau of Highways, 10th Avenue and 33rd Street, New York City.

The amount of security required will be Six Hundred Dollars (\$600).

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

BOROUGH OF THE BRONX.

300 linear feet of new curbstones, furnished and set in concrete.
400 linear feet of old curbstones, rejoined, reset on top and set in concrete.
28,590 square yards of old paving blocks, to be purchased and removed by contractor.
The amount bid for this item will be deducted from the payment on acceptance.

The time allowed for the completion of the work will be seventy-five (75) consecutive working days.

The amount of security required will be Two-thousand Dollars (\$2,000).

No. 8. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF HOE AVENUE, FROM FREEMAN STREET TO EAST ONE HUNDRED AND SEVENTY-SECOND STREET, AND SETTING CURB WHERE NECESSARY.

The Engineer's estimate of the work is as follows: 4,710 square yards of completed asphalt block pavement, and keeping the same in repair for five years from date of acceptance.

700 cubic yards of concrete, including mortar bed.

2,000 linear feet of new curbstones, furnished and set in concrete.

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

The amount of security required will be Five Thousand Dollars (\$5,000).

No. 9. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF ANNA PLACE, FROM BROOK AVENUE TO WEBSTER AVENUE, AND SETTING CURB WHERE NECESSARY.

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

525 square yards of completed asphalt block pavement, and keeping the same in repair for five years from date of acceptance.

91 cubic yards of concrete, including mortar bed.

310 linear feet of new curbstones, furnished and set in concrete.

90 linear feet of old curbstones, rejoined, reset on top and set in concrete.

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

The amount of security required will be Six Hundred Dollars (\$600).

No. 10. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF TOLTON AVENUE, FROM ONE HUNDRED AND SEVENTY-EIGHTH STREET TO ONE HUNDRED AND SIXTY-FIFTH STREET, AND SETTING CURB WHERE NECESSARY.

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

9,725 square yards of completed asphalt block pavement, and keeping the same in repair for five years from date of acceptance.

2,165 cubic yards of concrete, including mortar bed.

1,700 linear feet of new curbstones, furnished and set in concrete.

5,430 linear feet of old curbstones, rejoined, reset on top and set in concrete.

The time allowed for the completion of the work will be seventy-five (75) consecutive working days.

The amount of security required will be Fifteen Thousand Dollars (\$15,000).

No. 11. FOR PAVING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF THE SHERIDAN PLACE, FROM MARSHON AVENUE TO SOUTHERN BOULEVARD, AND SETTING CURB WHERE NECESSARY.

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

3,480 square yards of completed asphalt block pavement, and keeping the same in repair for five years from date of acceptance.

226 cubic yards of concrete, including mortar bed.

300 linear feet of new curbstones, furnished and set in concrete.

215 linear feet of old curbstones, rejoined, reset on top and set in concrete.

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

The amount of security required will be Fifteen Hundred Dollars (\$1,500).

No. 12. FOR REPAIRING WITH ASPHALT BLOCKS ON A CONCRETE FOUNDATION THE ROADWAY OF EAST ONE HUNDRED AND THIRTY-FIFTH STREET, FROM THIRD AVENUE TO ALEXANDER AVENUE, AND SETTING CURB WHERE NECESSARY.

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

2,500 square yards of completed asphalt block pavement, and keeping the same in repair for five years from date of acceptance.

400 cubic yards of concrete, including mortar bed.

1,515 linear feet of new curbstones, furnished and set in concrete.

2,495 square yards of old paving blocks, to be purchased and removed by contractor.

The amount bid for this item will be deducted from the payment on acceptance.

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

The amount of security required will be Two Thousand Five Hundred Dollars (\$2,500).

No. 13. FOR REGULATING, GRADING, SETTING, CURBSTONE, FLAGGING THE SIDEWALKS, LAVING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES IN SHERIDAN AVENUE, FROM EAST ONE HUNDRED AND SIXTY-FIFTH STREET TO EAST ONE HUNDRED AND SIXTY-NINTH STREET.

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

9,000 cubic yards of earth excavation.

13,200 cubic yards of rock excavation.

8,300 cubic yards of filling.

4,100 linear feet of new curbstones furnished and set.

16,100 square feet of new flagging furnished and laid.

450 square feet of new flagging for crosswalks furnished and laid.

100 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

100 linear feet of vitrified stoneware pipe, 12 inches in diameter.

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

The amount of security required will be Ten Thousand Dollars (\$10,000).

No. 14. FOR REGULATING, GRADING, SETTING, CURBSTONE, FLAGGING THE SIDEWALKS, LAVING CROSSWALKS, BUILDING APPROACHES AND PLACING FENCES IN EAST ONE HUNDRED AND EIGHTY-SECOND STREET, FROM JEROME AVENUE TO VALENTINE AVENUE.

The Engineer's estimate of the work is as follows: 5,000 cubic yards of earth excavation.
7,500 cubic yards of rock excavation.
3,000 cubic yards of filling.
2,100 linear feet of new curbstones, furnished and set.
10,250 square feet of new flagging furnished and laid.

45 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

125 linear feet of guard rail in place.

The time allowed for the completion of the work will be one hundred and seventy-five (175) working days.

The amount of security required will be Seven Thousand Dollars (\$7,000).

No. 15. FOR REGULATING, GRADING, BUILDING APPROACHES AND PLACING FENCES IN MANIDA STREET, FROM LA-FAYETTE AVENUE TO EDGEWATER ROAD, EXCEPT THE PORTIONS ALREADY REGULATED AND GRADED.

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

4,000 cubic yards of earth excavation.

150 cubic yards of rock excavation.

250 cubic yards of filling.

75 cubic yards of dry rubble masonry in retaining walls, culverts and gutters.

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

The amount of security required will be One Thousand Dollars (\$1,000).

No. 16. FOR REGULATING AND GRADING, BUILDING STEPS AND APPURTENANCES WITH DRAINS, SETTING CURB-STONES, FLAGGING THE SIDEWALKS, LAVING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES IN EAST ONE HUNDRED AND SEVENTY-FIRST STREET BETWEEN WEBSTER AVENUE AND CLAY AVENUE.

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

125 cubic yards of earth excavation.

10 cubic yards of rock excavation.

60 cubic yards of filling.

140 linear feet of new curbstones, furnished and set.

20 cubic yards of rubble masonry in masonry.

10 cubic yards of broken stone, ashlar masonry.

215 cubic feet of new granite steps.

240 cubic feet of new granite coping and masonry.

10 linear feet of vitrified stoneware pipe 6 inches in diameter.

1,000 square feet of cement flagging.

100 linear feet of new iron railing in place.

100 square yards of ashling.

80 cubic yards of ashling.

The time allowed for the completion of the work is one hundred working days.

The amount of security required will be Two Thousand Dollars (\$2,000).

No. 17. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN TWO HUNDRED AND THIRTY-SEVENTH STREET, BETWEEN WIRE AVENUE AND MARTHA AVENUE.

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

325 linear feet of pipe sewer, 12-inch.

42 square feet for house connections, over and above the cost per linear foot of sewer.

4 manholes, complete.

400 cubic yards of rock, to be excavated and removed.

3 cubic yards of Class B concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting for masonry and left in place.

10 linear feet of 12-inch drain pipe, for masonry and laid.

The time allowed for the completion of the work will be 150 working days.

The amount of security required will be Three Thousand Dollars (\$3,000).

No. 18. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN TELLER AVENUE, BETWEEN EAST ONE HUNDRED AND SIXTY-SEVENTH STREET AND THE SUMMIT, NORTH OF EAST ONE HUNDRED AND SIXTY-EIGHTH STREET.

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

25 linear feet of pipe sewer, 15-inch.

250 linear feet of pipe sewer, 12-inch.

130 square feet for house connections, over and above the cost per linear foot of sewer.

6 manholes, complete.

100 cubic yards of rock, to be excavated and removed.

5 cubic yards of Class B concrete, in place, additional to that shown on the plan.

1,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting for masonry and left in place.

25 linear feet of 12-inch drain pipe, for masonry and laid.

The time allowed for the completion of the work will be one hundred and fifty (150) working days.

The amount of security required will be Four Thousand Five Hundred Dollars (\$4,500).

No. 19. FOR CONSTRUCTING A DRAIN IN PARKER AVENUE, COMMENCING AT THE EXISTING DRAIN IN SAID PARKER AVENUE, NORTH OF LYON AVENUE, AND RUNNING TO THE EXISTING DRAIN SOUTH OF LYON AVENUE, AND IN LYON AVENUE, FROM PARKER AVENUE, EAST-WARD, TO CONNECT WITH EXISTING DRAIN CROSSING LYON AVENUE.

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

1,340 cubic yards of excavation of all kinds.

245 cubic yards of dry rubble masonry.

25 cubic yards of dry stone masonry.

15,000 feet (B. M.) of timber, furnished and laid.

The time allowed for the completion of the work will be forty (40) working days.

The amount of security required will be One Thousand Dollars (\$1,000).

No. 20. FOR CONSTRUCTING A RELIEF DRAIN IN MORRIS PARK AVENUE, FROM EXISTING DRAIN AT A POINT ABOUT 90 FEET EAST OF VICTOR STREET, TO THE EXISTING OUTLET AT A POINT ABOUT 150 FEET WEST OF TAYLOR STREET.

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

1 manholes, complete.

1,840 cubic yards of rock, to be excavated and removed.

825 cubic yards of Class "A" concrete, in place.

10 cubic yards of broken stone for foundations in place.

12,250 pounds of 16-inch 16-kilch steel bars, in place.

2,020 pounds of steel "I" beams, in place.

100 square feet of galvanized wire netting, in place.

60,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting for masonry and left in place.

The time allowed for the completion of the work will be sixty (60) working days, as provided in the contract.

The amount of security required is One Thousand Dollars (\$1,000).

The time allowed for the completion of the work will be two hundred (200) working days.

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

No. 21. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN TELLER AVENUE, BETWEEN MORRIS AVENUE AND EAST ONE HUNDRED AND SEVENTIETH STREET.

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

450 linear feet of pipe sewer, 20-inch.

221 linear feet of pipe sewer, 18-inch.

380 linear feet of pipe sewer, 15-inch.

415 linear feet of pipe sewer, 12-inch.

82 square feet for house connections, over and above the cost per linear foot of sewer.

14 manholes, complete.

1,840 cubic yards of rock, to be excavated and removed.

3 cubic yards of Class "B" concrete, in place, additional to that shown on the plan.

12,000 feet (B. M.) of timber for foundations, furnished and laid, and sheeting for masonry and left in place.

25 linear feet of 12-inch drain pipe, furnished and laid.

The time allowed for the completion of the work will be two hundred (200) working days.

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

No. 22. FOR CONSTRUCTING A SEWER AND APPURTENANCES IN WEST TWO HUNDRED AND THIRTY-FIRST STREET BETWEEN BROADWAY AND CORLEAR AVENUE.

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

782 linear feet of concrete sewer, 24-inch by 45-inch.

371 linear feet of concrete sewer, 22-inch by 44-inch.

3 linear feet of pipe sewer, 24-inch.

2 linear feet of pipe sewer, 20-inch.

2 linear feet of pipe sewer, 18-inch.

108 square feet for house connections, over and above the cost per linear foot of sewer.

11 manholes, complete.

430 cubic yards of rock, to be excavated and removed.

110 cubic yards of Class "B

MUNICIPAL CIVIL SERVICE COMMISSION.

MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 Broadway, New York, June 24, 1909.

PUBLIC NOTICE IS HEREBY GIVEN that applications will be received from MONDAY, JUNE 21, UNTIL 4 P. M. TUESDAY, JULY 6, 1909,

for the positions of

POLICE DOORMAN and

PRISON KEEPER.

(No application received by the Commission, by mail or otherwise, after 4 p. m. on July 6 will be accepted.)

The subjects and weights of the examination are as follows:

Physical 50

Mental 50

Special Experience 6

Arithmetic 3

The percentage required is 70 on physical and 70 on mental.

Age limit, 25 to 35.

Minimum height, 5 feet 8 inches.

The physical examination will be similar to that set for Patrolman.

Salary, Police Doorman, \$1,000 per annum; Prison Keeper, \$800 per annum.

Vacancies, none at present.

Notice of the dates of physical and mental examinations to be given hereafter.

Application blanks may be obtained at No. 299 Broadway, Room 1119.

F. A. SPENCER, Secretary,
MUNICIPAL CIVIL SERVICE COMMISSION, No. 299 Broadway, City of New York.

PUBLIC NOTICE WILL BE GIVEN OF all competitive examinations two weeks in advance of the date upon which the receipt of applications for any scheduled examination will close. Applications will be received for only such examinations as are scheduled. No application will be accepted at the office of the Commission, by mail or otherwise, after the closing hour for the receipt of same, set forth in the advertisement.

When an examination is advertised, a person desiring to compete in the same may obtain an application blank upon request made in writing or by personal application at the office of the Commission, Room 1119.

The Commission cannot guarantee that applications mailed in response to written requests will be received in time to permit of their being received and filed prior to closing hour.

All notices of examinations will be posted in the office of the Commission, and advertised in the City Register for two weeks in advance of the date upon which the receipt of applications will close for any stated position.

Public notice will also be given by advertisement in most of the City papers.

Wherever an examination is of a technical character, due notice is given by advertisement in the technical journals pertaining to the particular profession for which the examination is called.

Such notices will be sent to the daily papers as matters of news. The scope of the examination will be stated.

No information will be given by telephone, and the Commission will not be responsible for such if given by telephone, either as to date of filing applications or upon other subjects.

Succinct questions of previous examinations may be obtained at Room 1119.

Unless otherwise specifically stated, the minimum age requirement for all positions is 21.

FRANK L. POWELL, President;
R. ROSS APPLEYARD,
ARTHUR J. O'KEEFE, Commissioners.

OFFICIAL BOROUGH PAPERS.

BOROUGH OF THE BRONX.
"The Bronx Star," "North Side News," "Bronx Independent."BOROUGH OF RICHMOND.
"Staten Island World," "The Staten Islander,"BOROUGH OF QUEENS.
"Long Island Star" (First and Second Wards); "Flushing Evening Journal" (Third Ward); "Long Island Farmer" (Fourth Ward); "Rockaway News" (Fifth Ward).BOROUGH OF BROOKLYN.
"Brooklyn Eagle," "Brooklyn Times," "Brooklyn Citizen," "Brooklyn Standard-Union," "Brooklyn Free Press."BOROUGH OF MANHATTAN.
"Real Estate Record and Guide" (Hudson District), "Manhattan and Bronx Advocate" (Washington Heights, Morrisania Heights and Harlem District).

Designated by Board of City Record June 19, 1906; Amended June 20, 1906; September 30, 1907; February 24, 1908; March 5 and 10, 1908, and March 16, 1909.

BOARD OF WATER SUPPLY.

SEALED BIDS OR PROPOSALS WILL BE received by the Board of Water Supply in the office of the Board, No. 299 Broadway, New York, Room 216, eighth floor, until 11 a. m. on

TUESDAY, JULY 28, 1909,

FOR CONTRACT 29, FOR FURNISHING AND INSTALLING TWO 12,500,000-GALLON STEAM TURBO-TURBINE PUMPS, TWO 225 HORSE-POWER WATER-TUBE BOILERS, AND ALL ACCESSORIES AT JEROME AVE. AND PINE PUMPING STATION, BOROUGH OF THE BRONX, NEW YORK CITY.

An approximate statement of the quantities of the various classes of work and further information are given in the Information for Bidders, forming part of the contract. At the above place and time bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board of Water Supply as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond in the sum of Twenty Thousand Dollars (\$20,000) will be required for the faithful performance of the contract.

No bid will be received and dissolved unless accompanied by a certified check upon a National or State bank, drawn to the order of the Commissioner of the City of New York, to the amount of nine hundred dollars (\$900).

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

Pamphlets containing information for bidders, forms of proposal and contract, specifications and contract drawings, can be obtained at Room 1515, at the above address, upon application in person or by mail by remitting the sum of five dollars (\$5), in currency or check drawn to the order of the Board of Water Supply for each pamphlet. This deposit will be refunded upon the return of the pamphlet in acceptable condition within thirty days from the date on which bids are to be opened.

JOHN A. BENSEL, President;
CHARLES N. CHADWICK,
CHARLES A. SHAW,
Commissioners of the Board of Water Supply.

J. WALDE SMITH, Chief Engineer.

THOMAS HANCOCK, Secretary.

320,120

Note—See General Instructions to Bidders on last page, last column, of the "City Record," as far as applicable thereto and not otherwise provided for.

Pamphlets containing information for bidders, forms of proposal and contract, specifications and contract drawings, can be obtained at Room 1515, at the above address, upon application in person or by mail by remitting the sum of five dollars (\$5), in currency or check drawn to the order of the Board of Water Supply for each pamphlet. This deposit will be refunded upon the return of the pamphlet in acceptable condition within thirty days from the date on which bids are to be opened.

JOHN A. BENSEL, President;
CHARLES N. CHADWICK,
CHARLES A. SHAW,
Commissioners of the Board of Water Supply.

J. WALDE SMITH, Chief Engineer.

THOMAS HANCOCK, Secretary.

320,120

Note—See General Instructions to Bidders on last page, last column, of the "City Record," as far as applicable thereto and not otherwise provided for.

DEPARTMENT OF PARKS.

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 15, 1909,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING ONE THOUSAND (1,000) BARRELS OF EMULSIFYING ROAD SPRINKLING OIL FOR PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the delivery will be as required before November 15, 1909.

The amount of security required is Twelve Hundred Dollars (\$1,200).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park.

HENRY SMITH, President;
JOSEPH L. BERRY,
MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 26, 1909. 129,120

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 8, 1909,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING ONE THOUSAND (1,000) BARRELS OF EMULSIFYING ROAD SPRINKLING OIL FOR PARKS IN THE BOROUGH OF MANHATTAN.

The time allowed for the delivery will be as required before December 15, 1909.

The amount of security required is Twelve Hundred Dollars (\$1,200).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Borough of Manhattan, Arsenal, Central Park.

HENRY SMITH, President;
JOSEPH L. BERRY,
MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 22, 1909. 129,120

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 8, 1909,
Borough of Brooklyn.

FOR FURNISHING AND DELIVERING FORAGE AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time allowed for the delivery of the supplies will be as far as before December 15, 1909.

The amount of security required is Fifteen Hundred Dollars (\$1,500).

The bids will be compared and contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

HENRY SMITH, President;
JOSEPH L. BERRY,
MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 22, 1909. 129,120

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

SUPREME COURT—FIRST DEPARTMENT.

AUCTION SALE.

THE DEPARTMENT OF PARKS, BOROUGH OF BROOKLYN and Queens, will sell at public auction at the workshops in Prospect Park, Ninth Avenue and Seventh Street, in the Borough of Brooklyn, by Wm. H. Smith, Auctioneer, on

WEDNESDAY, JULY 7, 1909,

at 10 a. m., the following-named property:

- No. 1-20 lambs.
- No. 2-12 sheep.
- No. 3-20 elk.
- No. 4-5 Angora goats.
- No. 5-25 ducks.
- No. 6-1 bay horse, "Polly."
- No. 7-1 black horse, "Dolly."
- No. 8-1 black horse, "Charlie."
- No. 9-1 lot of old rubber bands.
- No. 10-1 lot of old rubber hose.
- No. 11-1 lot of old rubber automobile tires.
- No. 12-1 lot of old shovels.
- No. 13-10 cords of wood, more or less, at McKinley Park.
- No. 14-17 cords of wood, more or less, at old parkland Prospect Park.
- No. 15-17 cords of wood, more or less, at Highland Park.
- No. 16-1 tons of old iron, more or less, to be bid on per ton.

TERMS OF SALE.

Cash payments in bankable funds at the time and place of sale, and the articles purchased are to be removed immediately after the sale. If the purchaser fails to effect removal of the articles purchased within ten days from the date of the sale, he shall forfeit his purchase money and the ownership of the articles purchased. The City further reserves the right to sell the articles next again; the money received at said sale is to also become the property of the City.

M. J. KENNEDY, Commissioner.

Dated June 26, 1909. 124,120

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 8, 1909,
Borough of Brooklyn.

FOR PLAYGROUND SUPPLIES AT PROSPECT PARK, BOROUGH OF BROOKLYN.

The time stipulated for the completion of the contract is ten (10) days.

The amount of security required is Five Hundred Dollars (\$500).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Borough of Brooklyn.

HENRY SMITH, President;
JOSEPH L. BERRY,
MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 26, 1909. 124,120

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 8, 1909,
Borough of Brooklyn.

FOR REGULATING, GRADING, DRAINING WITH MACADAM PAVEMENT, ETC., THE DAY RIDGE FAIRWAY (SHORE ROAD EXTENSION), BETWEEN FOURTH AND FORT HAMILTON AVENUES, IN THE BOROUGH OF BROOKLYN.

The time for the completion of the contract will be one hundred and twenty (120) days.

The amount of security required is Thirteen Thousand Dollars (\$13,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms may be obtained at the office of the Department of Parks, Litchfield Mansion, Prospect Park, Brooklyn.

HENRY SMITH, President;
JOSEPH L. BERRY,
MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 26, 1909. 124,120

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

OFFICE OF THE DEPARTMENT OF PARKS, ARSENAL BUILDING, FIFTH AVENUE AND SIXTY-FOURTH STREET, BOROUGH OF MANHATTAN, THE CITY OF NEW YORK.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the above office of the Department of Parks until 3 o'clock p. m. on

THURSDAY, JULY 8, 1909,
Borough of Manhattan.

FOR FURNISHING AND ERECTING IRON RAILINGS AROUND THE GRASS PLOTS IN BROADWAY, BETWEEN EIGHTY-SECOND AND NINETEEN-STREET, BOROUGH OF MANHATTAN.

The time allowed to complete the whole work will be one hundred (100) consecutive working days.

The amount of security required is Eight Thousand Dollars (\$8,000).

The bids will be compared and the contract awarded at a lump or aggregate sum.

Plans may be seen and blank forms may be obtained at the office of the Department of Parks, Borough of Manhattan, Arsenal, Central Park.

HENRY SMITH, President;

JOSEPH L. BERRY,

MICHAEL J. KENNEDY,
Commissioners of Parks.

Dated June 26, 1909. 124,120

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

FIRST JUDICIAL DISTRICT.

In the matter of the application of The City of New York, acting by and through the Commissioners of Docks, relative to acquiring title, whenever the same has not been heretofore acquired, to the lands, tenements and hereditaments required for the opening and extending of CLASON'S POINT ROAD (otherwise not named by proper authority), from Weehawken avenue to the East River (or Long Island Sound), in the Twenty-fourth Ward, Borough of The Bronx, City of New York, and all right, title and interest in and to said pier, or any portion thereof, not now owned by The City of New York, for the improvement of the water-front of The City of New York, on the East River, pursuant to the plan hereinabove adopted by the Board of Docks, and approved by the Commissioners of the Sinking Fund.

WE, THE UNDERSIGNED COMMISSIONERS OF ESTIMATE AND ASSESSMENT in the above entitled matter, hereby give notice to all persons interested in this proceeding, and to the owner or owners, occupant or occupants, of all houses and lots and lands and improved and unimproved lands, piers or wharf property, and all persons interested therein, or in any rights, privileges or interests pertaining thereto, affected thereby, and to all others whom it may concern, as follows:

First.—That we have completed our estimate and assessment and that all persons interested in this proceeding or in any of the uplands, lands under water, premises, buildings, tenements, hereditaments, piers and wharf property affected thereby, and having objections thereto, do present their said objections, in writing, duly verified, to us, at our office, Room No. 401, No. 2

90 and 92 West Broadway, in the Borough of Manhattan, in said City, there to remain until the 24th day of July, 1909.

Third—That our report herein will be presented to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part 1, to be held in the County Court House, in the Borough of Manhattan, in The City of New York, on the 26th day of July, 1909, at 10:30 o'clock in the forenoon, or the opening of Court on that day, and that then and there, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

Fourth—In case, however, objections are filed to any of said abstracts of estimate and assessment, the notice of motion to confirm our final report herein will stand adjourned to the date to be hereinafter specified, and of which notice will be given to all those who have theretofore appeared in this proceeding, as well as by publication in the City Record, pursuant to sections 984 and 984 of the Greater New York Charter, as amended by chapter 625 of the Laws of 1906.

Dated Borough of Manhattan, New York, June 24, 1909.

GEORGE H. ENGLISH, Chairman;
NATHAS FERNALD, Vice-Chairman;
SAMUEL SANDERS, Commissioner.

JAMES M. SCHLES, Clerk. 128,342

FIRST DEPARTMENT.

In the matter of the application of The City of New York, relating to acquiring title, whereon the same has not been lawfully acquired, for the same purpose as set forth in the lands, dimensions and requirements required for the purpose and extending at 1000 ALMAGAR PLACE, from Lot One Hundred and Seventy-six, bearing to East One Hundred and Seventy-sixth street in the Twenty-fourth Ward, through of The Bronx, City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above entitled matter, will be presented for taxation to the Justices of the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part 1, to be held at the County Court House, in The City of New York, on the 26th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

Dated Borough of Manhattan, New York, June 24, 1909.

WALLACE S. FRASER,
WM. DAVID PHELPS,
ANDREW J. TIMMINS,
Commissioners of Estimate;
WM. ALEX. S. DRAKE,
Commissioner of Assessments;
JOHN P. DAVIS, Clerk. 128,346

SUPREME COURT—SECOND DEPARTMENT.

SECOND DEPARTMENT.

In the matter of the application of The City of New York, relating to acquiring title, whereon the same has not been lawfully acquired, to the lands, dimensions and requirements required for the opening and widening of SIXTY-NINE AVENUE, which has not yet been granted by proper authority, from Elmwood road to Smithfield business, in the Fourth Ward, Borough of Brooklyn, City of New York.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to the Supreme Court of the State of New York, Second Department, as a Special Term thereof, for the hearing of motions, to be held in the County Court House, in the Borough of Brooklyn, in The City of New York, on the 26th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above-entitled proceeding.

The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, situated on the easterly side of Main street, the westerly side of Elmwood place, widening Public Schools 13 and 14, Elmwood, in the Second Ward of the Borough of Brooklyn, City of New York, duly selected as a site for school purposes according to law.

The said lands and premises so to be acquired are bounded and described as follows:

Beginning at a point formed by the intersection of the easterly line of Elmwood place with the westerly line of Main street, and running thence southerly along the easterly line of Elmwood place one hundred and fifty (150) feet, thence westerly and parallel with Main street one hundred (100) feet, thence northerly and parallel with Elmwood place (150) feet to the westerly line of Irving place, thence northerly along the westerly line of Irving place one hundred (100) feet to the southerly line of Main street, thence westerly along the southerly line of Main street one hundred (100) feet to the easterly line of Elmwood place, the point or place of beginning, in the said several dimensions more or less.

Dated New York, June 24, 1909.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to the Justices of the Supreme Court of the State of New York, at a Special Term thereof, to be held for the hearing of motions, in The City of New York, on the 14th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, and the appurtenances thereto, including situated on the southwesterly side of Underdene avenue, the northwesterly side of Willoughby avenue, and the southwesterly side of Starr street, in the Second Ward of the Borough of Queens, in The City of New York, in fee simple absolute, the same to be converted, appropriated and used for school purposes, according to law.

Said lands and premises so to be acquired are bounded and described as follows:

Beginning at a point formed by the intersection of the southwesterly line of Underdene avenue with the northwesterly line of Willoughby avenue, and running thence northerly along the northwesterly line of Willoughby avenue, thence northwesterly along the northwesterly side of Willoughby avenue one hundred and ninety-eight (198) feet five (5) inches to the southwesterly line of Underdene avenue, the point or place of beginning, in the said several dimensions more or less.

Dated New York, June 24, 1909.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to the Justices of the Supreme Court of the State of New York, at a Special Term thereof, to be held for the hearing of motions, in The City of New York, on the 14th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, situated on the northwesterly side of Main street, the easterly side of Chicago avenue and the westerly side of Irving place, adjoining Public Schools 13 and 14, Elmwood, in the Second Ward of the Borough of Brooklyn, City of New York, duly selected as a site for school purposes according to law.

Dated New York, June 24, 1909.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to the Justices of the Supreme Court of the State of New York, at a Special Term thereof, to be held for the hearing of motions, in The City of New York, on the 14th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, situated on the northwesterly side of Main street, the easterly side of Chicago avenue and the westerly side of Irving place, the point or place of beginning, in the said several dimensions more or less.

Dated New York, June 24, 1909.

NOTICE IS HEREBY GIVEN THAT THE bill of costs, charges and expenses incurred by reason of the proceedings in the above-entitled matter, will be presented for taxation to the Justices of the Supreme Court of the State of New York, at a Special Term thereof, to be held for the hearing of motions, in The City of New York, on the 14th day of July, 1909, at 10:30 o'clock in the forenoon, or as soon thereafter as counsel can be heard thereon, for the appointment of three discreet and disinterested persons as Commissioners of Estimate and Appraisal in the above entitled proceeding.

The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, situated on the northwesterly side of Main street, the easterly side of Chicago avenue and the westerly side of Irving place, the point or place of beginning, in the said several dimensions more or less.

Dated New York, June 24, 1909.

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The nature and extent of the improvement hereby intended is the acquisition of title by The City of New York to certain lands and premises, with the buildings thereon, situated on the northwesterly side of Main street, the easterly side of Chicago avenue and the westerly side of Irving place, the point or place of beginning, in the said several dimensions more or less.

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Dated New York, June 24, 1909.

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Dated New York, June 24, 1909.

FRANCIS K. PENDLETON,
Corporation Counsel,
Hall of Records, Centre and Chambers streets,
Borough of Manhattan, New York City. 128,349

SUPREME COURT—THIRD JUDICIAL DISTRICT.

THIRD JUDICIAL DISTRICT, ULSTER COUNTY.

ANHORN RESERVE, SECTION NO. 10.

Town of Olive, Ulster County.

In the matter of the application and petition of John A. Beisel, Charles N. Chadwick and Charles A. Shaw, constituting the Board of Water Supply of The City of New York, to acquire real estate for and on behalf of The City of New York, under chapter 724 of the Laws of 1905 and the acts amendatory thereof, in the Town of Olive, Ulster County, N. Y., for the purpose of providing an additional supply of pure and wholesome water for the use of The City of New York.

PUBLIC NOTICE IS HEREBY GIVEN

that the order of confirmation of the first separate report of Eldric Dayson, Patrick J. Sles and Charles A. Quinn, who were appointed Commissioners of Appraisal in the above entitled matter by an order of this Court, made at a Special Term thereof, held at the City Hall in the City of Albany, N. Y., February 13, 1907, was filed in the office of the Clerk of the County of Ulster at Kingston, N. Y., on the 24th day of June, 1909, and affects parcels numbers four hundred and forty-eight (448), four hundred and fifty-one (451), four hundred and eighty-four (484), four hundred and seventy-four (474), four hundred and forty-nine (449), four hundred and fifty-four (454), four hundred and fifty-five (455), four hundred and fifty-six (456), four hundred and fifty-seven (457), four hundred and fifty-eight (458), four hundred and fifty-nine (459), four hundred and fifty-nine (459-A), four hundred and fifty-nine (459-B), one hundred and ninety-five (195), one hundred and ninety-five (195-A), one hundred and ninety-five (195-B), one hundred and ninety-five (195-C), one hundred and ninety-five (195-D), one hundred and eighty-nine (189-A), one hundred and eighty-nine (189-B), one hundred and eighty-nine (189-C), two hundred and nine (209), two hundred and seven (207), two hundred and eighteen (218), two hundred and nineteen (219), two hundred and twenty-one (221), two hundred and twenty-one (221-B), two hundred and twenty-one (221-C), and two hundred and twenty-one (221-D), shown on the map in this proceeding.

Dated June 10, 1909.

FRANCIS K. PENDLETON,
Corporation Counsel,
Hall of Records, New York City. 128,349

PUBLIC NOTICE IS HEREBY GIVEN

that the order of confirmation of the second separate report of George M. Palmer, Frederick J. Clarke and Macdonough Craven, who were appointed Commissioners of Appraisal in the above entitled matter by two orders of this Court, made at Special Term, bearing date, respectively, April 20, 1907, and September 21, 1907, was filed in the office of the Clerk of the County of Ulster at Kingston, N. Y., on the 14th day of June, 1909, and affects parcels numbers one-A (1-A), one-B (1-B), one-C (1-C), one-D (1-D), one-E (1-E), eleven (11), eighteen (18), twenty-five (25), twenty-seven (27), thirty (30), thirty-one (31-A), thirty-eight (38) and two hundred and six (206), shown on the map in this proceeding.

Dated June 10, 1909.

FRANCIS K. PENDLETON,
Corporation Counsel,
Hall of Records, New York City. 128,349

PUBLIC NOTICE IS HEREBY GIVEN

that the order of confirmation of the second separate report of William D. Bonner, John H. Harrison and Eugene F. Palter, who were appointed Commissioners of Appraisal in the above entitled matter by an order of this Court, made at a Special Term thereof, held at the County House in The City of Kingston, Ulster County, N. Y., May 18, 1908, was filed in the office of the Clerk of the County of Ulster at Kingston, N. Y., on the 28th day of June, 1909, and affects Parcels Numbers one hundred and one and eighteen (187), one hundred and ninety-five (195-A), one hundred and ninety-five (195-B), one hundred and ninety-five (195-C), one hundred and ninety-five (195-D), one hundred and eighty-nine (189-A), one hundred and eighty-nine (189-B), one hundred and eighty-nine (189-C), two hundred and nine (209), two hundred and seven (207), two hundred and eighteen (218), two hundred and nineteen (219), two hundred and twenty-one (221), two hundred and twenty-one (221-B), two hundred and twenty-one (221-C), and two hundred and twenty-one (221-D), shown on the map in this proceeding.

Dated June 10, 1909.

FRANCIS K. PENDLETON,
Corporation Counsel,
Hall of Records, New York City. 128,349

PUBLIC NOTICE IS HEREBY GIVEN

that the order of confirmation of the second separate report of William D. Bonner, John H. Harrison and Eugene F. Palter, who were appointed Commissioners of Appraisal in the above entitled matter by an order of this Court, made at a Special Term thereof, held at the County House in The City of Kingston, Ulster County, N. Y., May 18, 1908, was filed in the office of the Clerk of the County of Ulster at Kingston, N. Y., on the 28th day of June, 1909, and affects Parcels Numbers one hundred and one and eighteen (187), one hundred and ninety-five (195-A), one hundred and ninety-five (195-B), one hundred and ninety-five (195-C), one hundred and ninety-five (195-D), one hundred and eighty-nine (189-A), one hundred and eighty-nine (189-B), one hundred and eighty-nine (189-C), two hundred and nine (209), two hundred and seven (207), two hundred and eighteen (218), two hundred and nineteen (219), two hundred and twenty-one (221), two hundred and twenty-one (221-B), two hundred and twenty-one (221-C), and two hundred and twenty-one (221-D), shown on the map in this proceeding.

Dated June 10, 1909.

FRANCIS K. PENDLETON,
Corporation Counsel,
Hall of Records, New York City. 128,349